

STOKES
BARTHOLOMEW
EVANS & PETREE

ATTORNEYS AT LAW

A PROFESSIONAL ASSOCIATION

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GUILFORD F. THORNTON, JR.
gthornton@stokesbartholomew.com

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Direct Dial. 615/259-1492
Direct Fax: 615/687-1507

November 12, 2003

Via Hand Delivery

The Honorable Deborah Taylor Tate, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243

RE: *Application of BellSouth Long Distance, Inc. to Provide Competing Local
Telecommunications Services*
Docket No. 03-00602

Dear Chairman Tate:

I am enclosing with this letter an application of BellSouth Long Distance, Inc. ("BSLD") to provide competing local telecommunications services in Tennessee on a statewide basis. As you are aware, BSLD currently holds a Certificate of Public Convenience and Necessity ("CCN") for Authority to Provide Resold InterLATA Services in Tennessee, granted in TRA Docket No. 97-01404. Considering all the intervening factors, particularly the Federal Communications Commission's ("FCC's") approval of BellSouth's §271 application and finding of compliance with 47 U.S.C. §272, BSLD has opted to amend its CCN to add the ability to provide local service statewide as well.

BSLD respectfully submits that the TRA's approval of BellSouth's §271 application, its findings regarding §272, its approval of BSLD's current CCN, the FCC's finding on the §271 application, and the recent Tennessee Court of Appeals decision in *BellSouth BSE v. Tennessee Regulatory Authority* all support the granting of an amended CCN for BSLD.

In its Order in Docket 97-01404, dated May 9, 1999, the Authority found that BSLD satisfied the managerial, financial and technical requirements contained in T.C.A. § 65-4-201(c) and that BSLD had demonstrated its willingness to adhere to all applicable policies, rules and orders of the Authority.

The Honorable Deborah Taylor Tate, Chairman
November 12, 2003
Page Two

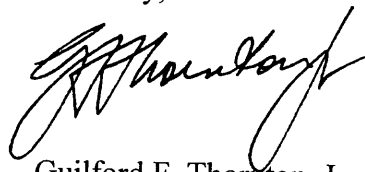
Thereafter, in BellSouth's §271 case, TRA Docket No. 97-00309, the Authority found unanimously that BellSouth demonstrated its compliance with § 272. (See TRA Advisory Opinion dated October 10, 2002 at 45). Likewise, the FCC, in its Order granting BellSouth's §271 Application in Tennessee, found that BellSouth satisfied all requirements of §272, including structural separation and the nondiscrimination safeguards. (See FCC Memorandum Opinion and Order, released December 19, 2002, at 87).

Finally, BSLD notes that the Tennessee Court of Appeals, in its opinion *BellSouth BSE v. Tennessee Regulatory Authority*, filed February 18, 2003, suggests that the kinds of safeguards outlined in §272 are sufficient and the preferred means to address any concerns regarding any potential for prospective anticompetitive activity by BellSouth Telecommunications, Inc. and its affiliates.

Updated information for BSLD is set forth in the attached Application. A check for the \$25.00 filing fee is also enclosed, together with an original and 13 copies of the Application.

BSLD respectfully requests that the Authority review the Application as soon as reasonably possible. Thank you for your attention to this matter. Should you have any questions or require anything further at this time, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "G. Thornton, Jr.", written in a cursive style.

Guilford F. Thornton, Jr.

GFT/sef

Enclosures

cc: Harris Anthony w/enclosures

BEFORE THE TENNESSEE REGULATORY AUTHORITY

**IN THE MATTER OF THE APPLICATION OF BELL SOUTH LONG DISTANCE, INC.
FOR AUTHORITY TO PROVIDE COMPETING LOCAL TELECOMMUNICATION
SERVICES**

**APPLICATION FOR AUTHORITY TO PROVIDE COMPETING LOCAL
TELECOMMUNICATIONS SERVICES**

Pursuant to applicable Tennessee Statutes and the Rules and Regulations of the Tennessee Regulatory Authority and Section 253 of the Federal Telecommunications Act of 1996 ("Act"), BellSouth Long Distance, Inc. ("BSLD") respectfully requests that the Tennessee Regulatory Authority ("TRA") grant to BSLD authority to provide competing local telecommunications services, including exchange access telecommunications services, within the State of Tennessee. BSLD is willing and able to comply with all applicable rules and regulations in Tennessee pertaining to the provision of competing local telecommunications services. TCA 65-4-201

In support of its Application, BSLD submits the following:

1. The full name and address of the Applicant is:

BellSouth Long Distance, Inc.
400 Perimeter Center Terrace, Suite 350
Atlanta, GA 30346
Telephone: (770) 352-3077

Questions regarding this application should be directed to:

Mary Jean Dennis
Director-Business Implementation & Compliance
400 Perimeter Center Terrace, Suite 350
Atlanta, Georgia 30346
(770) 352-3077 (phone)
(678) 443-3470 (FAX)
mary.dennis@bellsouth.com (e-mail)

Contact name and address at the Company is:

Mary Jean Dennis
Director-Business Implementation & Compliance
400 Perimeter Center Terrace, Suite 350
Atlanta, Georgia 30346
(770) 352-3077 (phone)
(678) 443-3470 (FAX)
mary.dennis@bellsouth.com (e-mail)

2. Organizational Chart of Corporate Structure Include any pertinent acquisition or merger information.

See Exhibit A

3. Corporate information:

BSLD was incorporated in the state of Delaware on March 13, 1996. A copy of BSLD's Articles of Incorporation and amendments are provided in Exhibit B. A copy of BSLD's Certificate of Authority to transact business in the State of Tennessee is provided in Exhibit C. The names and addresses of the principal corporate officers are in Exhibit D. There are no officers in Tennessee. The biographies of the principal officers and any other key technical staff are included in Exhibit E.

4. BSLD possesses the managerial, technical and financial ability to provide local telecommunications service in the State of Tennessee as demonstrated below:

A. Financial Qualifications:

In support of its financial qualifications, BSLD submits the year-end 2002 SEC Form 10-K of its parent company, BellSouth Corporation in Exhibit F. BellSouth Corporation is a diversified telecommunications company, serving approximately 14 million customers (more than 24 million local access lines) throughout the United States. BellSouth's principal lines of business are local communications, long distance and data transmission including dial-up and broadband Internet access. Local exchange revenues were approximately \$18 billion in 2002. Cash and cash equivalents provided from operations in 2002 exceeded \$2 billion. The Company has a number of financing vehicles in place to ensure adequate liquidity in meeting its anticipated funding needs.

Exhibit F summarizes the recent financial performance of the parent company, including the results of BSLD. These include income statements, balance sheets, and statement of cash flows for year-end 2002. Thus, BSLD asserts that it has the financial resources necessary to operate as a competitive local service provider in Tennessee.

The Company does not presently anticipate developing a capital expenditures budget in Tennessee. All local services offered by the Company will be provided through the use of resold local services or through the use of unbundled network elements ("UNE").

BSLD's financials do not reflect any revenues or expenses associated with reciprocal compensation since the Company plans to derive its local service revenue from the use of resold services and the use of unbundled network elements. However, the Company plans to enter "Bill and Keep" reciprocal compensation arrangements with other carriers if any reciprocal compensation is required. Additionally, the Company expects its local traffic to be balanced, thus having no net impact on the financial projections of the Company.

Corporate Surety Bond is provided as Exhibit G

B. Managerial Ability:

As shown in Exhibit E to this Application, BSLD has the managerial expertise to successfully operate a telecommunications enterprise in Tennessee. As described in the attached biographical information, BSLD's management team has extensive management and business experience in telecommunications.

C. Technical Qualifications:

BSLD services will satisfy the minimum standards established by the TRA. The Company will file and maintain tariffs in the manner prescribed by the TRA and will meet minimum basic local standards, including quality of service and billing standards required of all LEC'S regulated by the TRA. BSLD will not require customers to purchase CPE, that cannot be used with the Incumbent Local Exchange Carrier's systems. As noted in the biographies of the principal officers in Exhibit E, there are officers with many years of telecommunications expertise. Thus, BSLD is certainly technically qualified to provide local exchange service in Tennessee.

5. Proposed Service Area:

The Applicant is authorized to provide long distance telecommunications services in all 50 States. In addition, BSLD is certificated as a CLEC in the state of Connecticut.

The applicant proposes to offer its services throughout the State of Tennessee through resale and Unbundled Network Elements (UNE's). These areas are currently being served by BellSouth Telecommunications, Inc, Sprint/United and Citizens, which are designated as open to competition.

6. Types of Local Exchange Service to be provided:

BSLD expects to offer a variety of local exchange services, primarily to business customers in Tennessee with an emphasis on complex data services, such as frame relay service. BSLD may also offer services to residential customers in Tennessee in the future.

Grant of the Application will further the goals of the Tennessee General Assembly and further the public interest by expanding the availability of competitive telecommunications services in the State of Tennessee. In addition, intrastate offering of these services is in the public interest because the services will provide Tennessee customers increased efficiencies and cost savings. Authorizing BSLD to provide local exchange telecommunications services will also facilitate economic development.

In particular, the public will benefit both directly, through the use of the competitive services to be offered by BSLD and indirectly, because BSLD's presence in Tennessee will increase the incentives for other telecommunications providers to operate more efficiently, offer more innovative services, reduce their prices, and improve their quality of service. Grant of this Application will further enhance the service options available to Tennessee citizens for the reasons set forth above.

7. Repair and Maintenance:

BSLD understands the importance of effective customer service for local service customers. BSLD has made arrangements for its customers to call the Company at its toll-free customer service numbers as follows:

Toll-Free: Residential: (within Tennessee) (NPA) – 557-6500

Toll-Free: Residential: (outside Tennessee) – (800) 753-0223

Toll-Free: Small Business (within Tennessee) (NPA) – 557-6000

Toll-Free: Small Business (outside Tennessee) – 800-766-9115

Toll-Free: Complex Business – (800) 895-2222

In addition, customers may contact the Company in writing at the headquarters address, as well as via email at bsld.appeals@bellsouth.com. The appropriate toll free number will be printed on the customer's monthly billing statements.

8. Small and Minority Owned Telecommunications Business Participation Plan:

See **Exhibit H**

9. Toll Dialing Parity Plan:

At the present time, the Company has no immediate plan to offer voice grade services in the State of Tennessee.

10. Applicant has served notice of this application on the incumbent local exchange telephone companies in Tennessee with a statement regarding the company's intention of operating geographically. See **Exhibit I** for the notice list of Incumbent local telephone companies.

11. Numbering Issues:

The Company has no plans to acquire any NPA/NXX's during its initial year of operation in the State of Tennessee.

12. Tennessee Specific Operational Issues: Statements provided in **Exhibit J**

13. Miscellaneous:

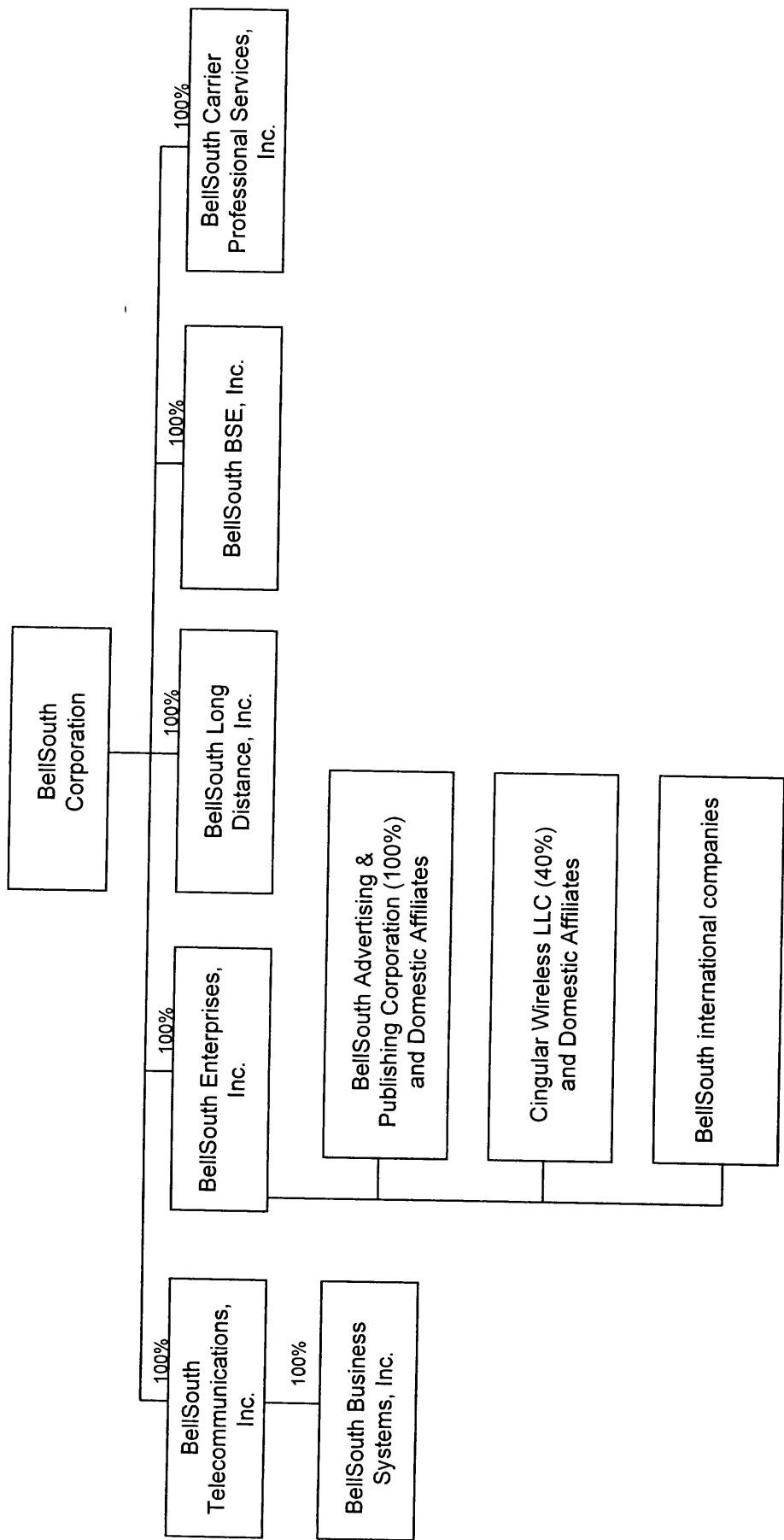
- A. Sworn Pre-filed testimony: **Exhibit K**
- B. Applicant may require customer deposits as specified in the Company's tariffs and in accordance with TRA Rules and Regulations.
- C. See **Exhibit L** for a summary of complaints
- D. A copy of Applicant's illustrative tariff is attached, for informational purposes only, as **Exhibit M.**

CONCLUSION:

BSLD respectfully requests that the TRA enter an order expanding its certificate of convenience and necessity to operate as a competing telecommunications service provider and authority to provide a full range of local exchange on a facilities-based and resale basis throughout the State of Tennessee in the service areas of BellSouth, Sprint-United, Citizens and any other ILEC that does not enjoy a rural exemption under Section 251(f) of the Telecommunications Act of 1996. For the reasons stated above, BSLD's provision of these services would promote the public interest by providing high quality service at competitive prices and by creating greater economic incentives for the development and improvement for all competing providers.

Respectfully submitted this 16th day of October, 2003

Guilford F. Thornton, Jr.
Stokes Bartholomew Evans & Petree, P.A.
424 Church Street, Suite 2800
Nashville, TN 37219
615/259-1492



State of Delaware

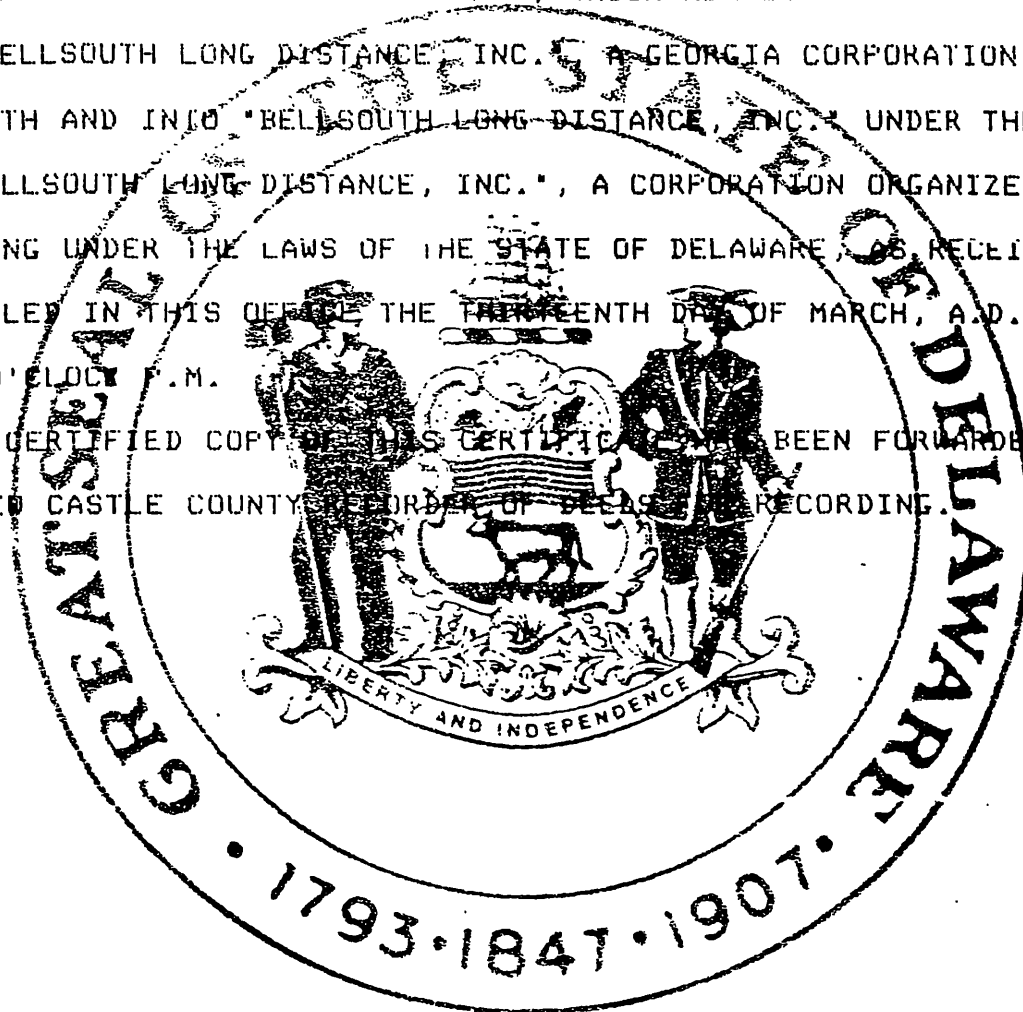
PAGE 1

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"BELLSOUTH LONG DISTANCE" INC., A GEORGIA CORPORATION,
WITH AND INTO "BELLSOUTH LONG DISTANCE, INC." UNDER THE NAME
OF "BELLSOUTH LONG DISTANCE, INC.", A CORPORATION ORGANIZED AND
EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED
AND FILED IN THIS OFFICE THE THIRTEENTH DAY OF MARCH, A.D. 1996,
AT 3 O'CLOCK P.M.

A CERTIFIED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO
THE NEW CASTLE COUNTY RECORDS DEPARTMENT FOR RECORDING.



Edward J. Freel, Secretary of State

2602130 8100M

AUTHENTICATION:

7865896

DATE:

03-14-96

**CERTIFICATE OF MERGER
OF
BELLSOUTH LONG DISTANCE, INC.
A GEORGIA CORPORATION,
INTO
BELLSOUTH LONG DISTANCE, INC.
A DELAWARE CORPORATION**

The undersigned corporations, organized and existing under and by virtue of the Georgia Business Corporation Code and the General Corporation Law of the State of Delaware,

DO HEREBY CERTIFY:

FIRST: That the name and state of incorporation of each of the constituent corporations of the merger is as follows:

<u>Name</u>	<u>State of Incorporation</u>
BELLSOUTH LONG DISTANCE, INC.	Georgia
BELLSOUTH LONG DISTANCE, INC.	Delaware

SECOND: That an Agreement of Merger between the parties to the merger has been approved, adopted, certified, executed and acknowledged by each of the aforesaid constituent corporations in accordance with the provisions of subsection (c) of Section 252 of the General Corporation Law of the State of Delaware, to wit, by BELLSOUTH LONG DISTANCE, INC., a Georgia corporation, in accordance with Sections 14-2-1101, 14-2-1103, 14-2-1105, 14-2-1106 and 14-2-1107 of the Georgia Business Corporation Code, and by BELLSOUTH LONG DISTANCE, INC., a Delaware corporation, in the same manner as provided in Section 251 of the General Corporation Law of the State of Delaware.

THIRD: The name of the surviving corporation of the merger is BELLSOUTH LONG DISTANCE, INC., a Delaware corporation.

FOURTH: That the Certificate of Incorporation of BELLSOUTH LONG DISTANCE, INC., the Delaware corporation which will survive the merger, shall be the Certificate of Incorporation of the surviving corporation.

FIFTH: This Certificate of Merger shall be effective as of 11:59 p.m. on March 13, 1996.

SIXTH: That the executed agreement of merger is on file at the principal place of business of the surviving corporation. The address of the principal place of business of the surviving corporation is Suite 1800, 1155 Peachtree Street, N.E., Atlanta, Georgia 30309-3610.

SEVENTH: That a copy of the agreement of merger will be furnished by the surviving corporation on request and without cost to any stockholder of any constituent corporation.

EIGHTH: The authorized capital stock of each constituent corporation is as follows:

<u>Name</u>	<u>Authorized Capital Stock</u>
BELLSOUTH LONG DISTANCE, INC. a Georgia corporation	100; Common; No Par
BELLSOUTH LONG DISTANCE, INC. a Delaware corporation	1000; Common; No Par

Dated: March 13, 1996.

BELLSOUTH LONG DISTANCE, INC.
a Delaware Corporation,
Surviving Corporation

Attest:

By: W. F. Reddersen
W. F. Reddersen, President

Joyce Clower Irvine
Joyce Clower Irvine
Assistant Secretary
[Corporate Seal]

BELLSOUTH LONG DISTANCE, INC.
a Georgia Corporation

Attest:

By: W. F. Reddersen
W. F. Reddersen, President

Joyce Clower Irvine
Joyce Clower Irvine
Assistant Secretary
[Corporate Seal]

Secretary of State
Business Information and Services
Suite 315, West Tower
2 Martin Luther King Jr. Dr.
Atlanta, Georgia 30334-1530

CONTROL NUMBER: 9610232
EFFECTIVE DATE: 03/14/1996
JURISDICTION : DELAWARE
REFERENCE : 0107
PRINT DATE : 03/28/1996
FORM NUMBER : 316

JOYCE CLOWER IRVINE
SUITE 1800,
1155 PEACHTREE STREET, N.E.
ATLANTA GA 30309

CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS

I, the Secretary of State and the Corporation Commissioner of the State of Georgia, do hereby certify under the seal of my office that

BELLSOUTH LONG DISTANCE, INC.
A FOREIGN PROFIT CORPORATION

has been duly incorporated under the laws of the jurisdiction set forth above and has filed an application meeting the requirements of Georgia law to transact business as a foreign corporation in this state.

WHEREFORE, by the authority vested in me as Corporation Commissioner, the above named corporation is hereby granted, on the effective date stated above, a certificate of authority to transact business in the State of Georgia as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.

Lewis A. Massey
LEWIS A. MASSEY
SECRETARY OF STATE



Secretary of State
Business Information and Services

Suite 315, West Tower
2 Martin Luther King Jr. Dr.
Atlanta, Georgia 30334-1530

DOCKET NUMBER : 960741090
CONTROL NUMBER: 9604683
EFFECTIVE DATE: 03/13/1996
REFERENCE : 0091
PRINT DATE : 03/14/1996
FORM NUMBER : 411

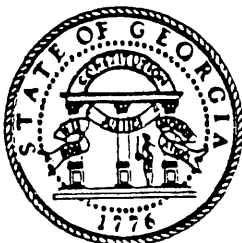
CSC NETWORKS
KELLY HOWLEY
66 LUCKIE STREET
ATLANTA, GA 30303

CERTIFICATE OF MERGER

I, the Secretary of State of the State of Georgia, do hereby issue this certificate pursuant to Title 14 of the Official Code of Georgia Annotated certifying that articles or a certificate of merger and fees have been filed regarding the merger of the below entities, effective as of the date shown above. Attached is a true and correct copy of said filing.

Surviving Entity:
BELLSOUTH LONG DISTANCE, INC., A DELAWARE CORPORATION

Nonsurviving Entity/Entities:
BELLSOUTH LONG DISTANCE, INC., A GEORGIA CORPORATION



Lewis A. Massey
LEWIS A. MASSEY
SECRETARY OF STATE

CERTIFICATE OF MERGER
OF
BELLSOUTH LONG DISTANCE, INC.
A GEORGIA CORPORATION,
AND
BELLSOUTH LONG DISTANCE, INC.
A DELAWARE CORPORATION

It is hereby certified, pursuant to the provisions of Section 14-2-1105 and Section 14-2-1107 of the Georgia Business Corporation Code, that:

1.

The constituent business corporations participating in the merger herein certified are:

(i) BELLSOUTH LONG DISTANCE, INC. which is incorporated under the laws of the State of Georgia; and

(ii) BELLSOUTH LONG DISTANCE, INC., which is incorporated under the laws of the State of Delaware.

2.

The merger of BELLSOUTH LONG DISTANCE, INC., a Georgia corporation, into BELLSOUTH LONG DISTANCE, INC., a Delaware corporation, is permitted by the General Corporation Law of the State of Delaware and has been authorized in compliance with said laws.

3.

The name of the surviving corporation in the merger herein certified is BELLSOUTH LONG DISTANCE, INC., a Delaware corporation (the "Surviving Corporation"), which shall continue its existence as said Surviving Corporation as "BELLSOUTH LONG DISTANCE, INC." upon the effective date of said merger.

4.

The merger herein certified shall be effective as of 11:59 p.m. on March 13, 1996.

5.

The Certificate of Incorporation of BELLSOUTH LONG DISTANCE, INC., the Delaware corporation, shall continue to be the Certificate of Incorporation of said Surviving Corporation until further amended and changed pursuant to the provisions of the General Corporation Law of the State of Delaware.

6.

The executed Agreement and Plan of Merger between the aforesaid constituent corporations is on file at the principal place of business of the aforesaid Surviving Corporation, the address of which is as follows: Suite 1800, 1155 Peachtree Street, N.E., Atlanta, Georgia 30309-3610.

7.

A copy of the aforesaid Agreement and Plan of Merger shall be furnished by the aforesaid Surviving Corporation, on request and without cost, to any stockholder of each of the aforesaid constituent corporations.

8.

The merger was duly approved by the Sole Shareholder and the Board of Directors of BELLSOUTH LONG DISTANCE, INC., the Georgia corporation, and by the Sole Shareholder and the Board of Directors of BELLSOUTH LONG DISTANCE, INC., the Delaware corporation, on March 13, 1996.

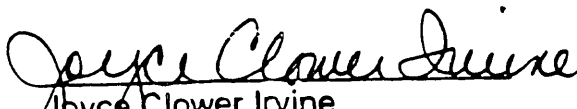
Dated: March 13, 1996.

BELLSOUTH LONG DISTANCE, INC.,
a Delaware Corporation, Surviving Corporation

Attest:

By:


W. F. Reddersen, President


Joyce Clower Irvine
Assistant Secretary

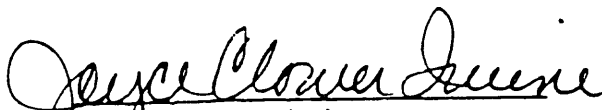
[Corporate Seal]

BELLSOUTH LONG DISTANCE, INC.,
a Georgia Corporation,

By:


W. F. Reddersen, President

Attest:


Joyce Clower Irvine
Assistant Secretary

[Corporate seal]

MAR 13 3 09 PM '96
BSR (12)

SECRETARY OF STATE

CERTIFICATE OF OFFICER
PURSUANT TO SECTION 14-2-1105.1(a) OF
THE GEORGIA BUSINESS CORPORATION CODE

Pursuant to the provisions of Section 14-2-1105.1(a) of the Georgia Business Corporation Code, the undersigned, the President for BELLSOUTH LONG DISTANCE, INC., a Delaware corporation, hereby certifies that the request for publication of a notice of merger and payment therefore have been made as required by Section 14-2-1105.1(b).

The undersigned officer has caused this certificate to be duly executed the 13th day of March, 1996.

BELLSOUTH LONG DISTANCE, INC.

By: W. F. Reddersen
W. F. Reddersen, President

SECRETARY OF STATE
MAR 13 3 09 PM '96
BSR (1)

PUBLIC NOTICES

Continued from last page

tered agent at such address is John P. Bailey

Smith, Gambrell & Russell
3342 Peachtree Road
Suite 1800 Atlanta Financial Center
Atlanta, Georgia 30326
(404) 264-7620

#14
3/21-22

NOTICE OF INTENT
TO INCORPORATE

Notice is given that Articles of Incorporation which will incorporate Reswood Builders, Inc., will be delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The initial registered office of the corporation will be located at 175 15th Street, #218 Atlanta, Fulton County, Georgia 30305 and its initial registered agent at such address is Allen Legers

#3
3/21-22

NOTICE OF INTENT
TO INCORPORATE

Notice is given that Articles of Incorporation which will incorporate King Smith Equities, Inc. will be delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The initial registered office of the corporation will be located at 175 15th Street, #218 Atlanta, Fulton County, Georgia 30305 and its initial registered agent at such address is Allen Legers

#1
3/21-22

NOTICE OF INTENT
TO INCORPORATE

Notice is given that Articles of Incorporation which will incorporate L F M Enterprises, Inc., will be delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The initial registered office of the corporation will be located at 1245 Allene Avenue, SW Fulton County, Atlanta, Georgia 30310 and its initial registered agent at such address is Lema F. Morris

#2
3/21-22

NOTICE OF INTENT
TO INCORPORATE

Notice is given that Articles of Incorporation which will incorporate Lowder Event Management, Inc. will be delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The initial registered office of the corporation will be located at 1130 Piedmont Avenue, Suite 402, Atlanta, Georgia 30305 and its initial registered agent at such address is Michael Lowder

#25
3/21-22

NOTICE OF INTENT
TO INCORPORATE

Notice is given that Articles of Incorporation which will incorporate International Billing & Collection Service, Inc. will be delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code (O.C.G.A. Section 14-2-201.1). The initial registered office of the corporation will be located at 600 Dalrymple Road, Suite 5 E Atlanta, Georgia 30328, and its initial registered agent at such address is Patricia A. Johnson

#1
3/28-29

NOTICE OF INTENT
TO INCORPORATE

Notice is given that Articles of Incorporation which will incorporate Quality Renovations, Inc. will be delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code (O.C.G.A. Section 14-2-201.1). The initial registered office of the corporation will be located at 600 Dalrymple Road, Suite 5 E Atlanta, Georgia 30328, and its initial registered agent at such address is Patricia A. Johnson

#1
3/28-29

located at 394 Augusta Avenue S.E., Atlanta Fulton County, Georgia 30315 1447, and its initial registered agent at such address is Richard G. Jueston, Sr. Mark A. Smith, III, P.E.
4246 Peachtree Road NE
Atlanta, GA 30319
(404) 337-7200

#4
3/21-22

NOTICE OF INTENT
TO INCORPORATE

Notice is given that Articles of Incorporation which will incorporate Armo, Inc. will be delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The initial registered office of the corporation is located at 3002 Eglantine Court, Marietta, Georgia 30062 and its initial registered agent at such address is Hamid Armand Altem M. Daykin, P.C.
5901 C Peachtree Dunwoody
Atlanta, GA 30328

#4
3/28-29

NOTICE OF INTENT
TO INCORPORATE

Notice is given that Articles of Incorporation which will incorporate Willow Way, Inc. will be delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code (O.C.G.A. Section 14-2-201.1). The initial registered office of the corporation will be located at 6000 Lake Forest Drive, Suite 200 Atlanta, Georgia 30328 and its initial registered agent at such address is Philip M. Rees, Esquire

#2
3/28-29

NOTICE OF INTENT
TO INCORPORATE

Notice is given that Articles of Incorporation which will incorporate Interfaith Chaplaincy Group, Inc. will be delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code (O.C.G.A. Section 14-2-201.1). The initial registered office of the corporation will be located at 436 Burgundy Court, Stone Mountain, Georgia 30087, and its initial registered agent at such address is Reginald Wells

#1
3/21-22

NOTICE OF INCORPORATION

Notice is given that Articles of Incorporation which will incorporate Lan-Wae Tech, Inc. will be delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The initial registered office of the corporation will be located at 1126 Ponce de Leon Ave., Atlanta, Georgia 30306, and its initial registered agent at such address is Chandler E. Sharma

Smith, White, Sharma & Holgers
1126 Ponce de Leon
Atlanta, GA 30306

#12
3/29-29

NOTICE OF INTENT
TO INCORPORATE

Notice is given that Articles of Incorporation which will incorporate Conall, Inc. will be delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The initial registered office of the corporation will be located at Eight Piedmont Center, Suite 300 3525 Piedmont Road N.E. Atlanta, Georgia 30305 and its initial registered agent at such address is Emily Vance Peterzell

Meadows, Lichter & Trigg
8 Piedmont Center, Suite 300
3525 Piedmont Road N.E.

NOTICE OF INCORPORATION

Notice is given that Articles of Incorporation which incorporate Anelated Enterprises, Inc. have been delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The initial registered office of the corporation is located at 600 Peachtree Street, N.E. Suite 4100, Atlanta, Fulton County, Georgia 30308 and its initial registered agent at such address is Catherine E. Hanson

Hansen & Williams
Suite 4100
600 Peachtree Street, NE
Atlanta, Georgia 30308

#21
3/28-29

NOTICE OF INTENT
TO INCORPORATE

Notice is given that articles of incorporation which will incorporate M.P. BRANDT, INC. will be delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The initial registered office of the corporation will be located at Suite 550, Buckhead Place, 3312 Piedmont Road, Atlanta, Georgia 30305 and its initial registered agent at such address is Barry L. Zimmerman

Zimmerman & Associates
Attorneys At Law
Suite 550 Buckhead Place
3312 Piedmont Road
Atlanta, Georgia 30305

#2
3/21-20

NOTICE OF INTENT
TO INCORPORATE

Notice is given that Articles of Incorporation which will incorporate Thimbleak Inc. will be delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The initial registered office of the corporation located at 5995 Lynfield Dr. Atlanta, Georgia 30345 and its initial registered agent at such address is Marc A. Berman

#1
3/28-29

NOTICE OF INTENT
TO INCORPORATE

Notice is given that the articles of incorporation which will incorporate PBF Eats Corp., will be delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The initial registered office of the corporation will be located at 2110 Peachtree Center East Tower 225 Peachtree Street, N.E., Atlanta, Georgia 30303, and its initial registered agent at such address is W. Hampton Morris

Cushing Morris, Ambrose & Jones
Attorneys At Law
2110 Peachtree Center East Tower
225 Peachtree Street, N.E.
Atlanta, Georgia 30303

#43
3/21-20

Articles of Amendment

NOTICE OF CHANGE
OF CORPORATE NAME

Notice is given that a Restatement of the Articles of Incorporation which will change the name of Hoesche CVS, Inc. (present corporate name) to Hendon Drugs, Inc. (proposed corporate name) will be delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The registered office of the corporation is located at 3391 Peachtree Road, N.E., Suite 330, Atlanta, Fulton County, Georgia 30326

#1
3/28-29

NOTICE OF CHANGE
OF CORPORATE NAME

Notice is given that articles of amendment

Georgia Business Corporation Code. The registered office of the corporation is located at 4651 Roswell Road, N.E., Suite F-502, Atlanta, Georgia 30342

Scheidt & Morris
4651 Roswell Road NE
Suite F-502
Atlanta, GA 30342

3/21-22

Articles of Amendment

Notice is given that articles of a certificate of merger which will effect a merger by and between BELLOUTH LONG DISTANCE, INC., a Georgia Corporation, and BELLOUTH LONG DISTANCE, INC., a Delaware corporation, has been delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The name of the surviving corporation in the merger is BELLOUTH LONG DISTANCE, INC., a corporation incorporated in the State of Delaware. The registered office of such corporation will be located at Suite 1800, 1155 Peachtree Street, N.W., Atlanta, Georgia 30305 and its registered agent at such address will be Jim O. Hewitt

#3
3/21-29

Name Change

NOTICE OF CHANGE OF NAME TO WHOM IT MAY CONCERN: You are hereby notified that on March 11, 1996 Geoffrey S. Cason filed a petition in the Superior Court of Fulton County, Georgia, Case No. E-46260, to change Brandon Davis and Geoffrey Scott Davis, which if granted will be known as Brandon Scott Cason and Geoffrey Scott Cason and you will make known any objections you may have to the prayers of said petition within 30 days from above date of filing, in said court, before the Presiding Judge, in Chambers at the Courthouse Atlanta, Georgia.

Geoffrey S. Cason
PETITIONER

Geoffrey S. Cason
1870 Murk Dr. C-6
Atlanta, GA 30311
404-758-1890

#1
3/14-40

NOTICE OF CHANGE OF NAME
TO WHOM IT MAY CONCERN:

You are hereby notified that on March 1, 1996 Nelson Hill Jr. filed a petition in the Superior Court of Fulton County, Georgia, Case No. E-46105, to change Nelson Hill Jr.'s name, which if granted will be known as Nelson Johnson -Jr., and you will make known any objections you may have to the prayers of said petition within 30 days from above date of filing, in said court, before the Presiding Judge, in Chambers at the Courthouse, Atlanta, Georgia.

Nelson Hill Jr.
PETITIONER

Geoffrey S. Cason
1870 Murk Dr. C-6
Atlanta, GA 30311
404-758-1890

#1
3/14-40

NOTICE OF CHANGE OF NAME
TO WHOM IT MAY CONCERN:

You are hereby notified that on March 8, 1996 Beatha Fore McShane filed a petition in the Superior Court of Fulton County, Georgia, Case No. E-46235, to change her name, which if granted will be known as Beatha Fore McShane Chapman and you will make known any objections you may have to the prayers of said petition within 30 days from above date of filing, in said court, before the Presiding Judge, in Chambers at the Courthouse, Atlanta, Georgia

Beatha Fore McShane-Chapman
PETITIONER

#1
3/14-40

NOTICE OF PETITION
TO CHANGE NAME

Georgia
FULTON COUNTY:
Notice is hereby given that James Kell Beasing, the undersigned, filed a petition to the Superior Court of Fulton County, Georgia, Case No. E-46112, on the 1st day of March, 1996, praying for a change in the name of petitioner from James Kell Beasing to Eldon Otter Anash. Notice is hereby given pursuant to law to any interested or affected party to appear in said Court and to file objections to said name change. Objections must be filed with said Court within 30 days of the filing of said petition.

This 4th day of March, 1996,
James Kell Beasing
ATTORNEY FOR PETITIONER

#1
3/7-4-bc

NOTICE OF PETITION
TO CHANGE NAME

Georgia
FULTON COUNTY:
Notice is hereby given that DEBRA GLIDDEN GREEN, the undersigned, filed a petition to the Superior Court of Fulton County, Georgia, Case No. E-46405, on the 18th day of March, 1996, praying for a change in the name of petitioner from DEBRA GLIDDEN GREEN to DEBRA RENT GLIDDEN. Notice is hereby given pursuant to law to any interested or affected party to appear in said Court and to file objections to said name change. Objections must be filed with said Court within 30 days of the filing of said petition.

This 20th day of March, 1996
Debra Glidden Green

#1
3/20-40

Suite 100
2531 Paces Ferry Rd N.W.
Atlanta, GA 30339-3720
(770) 333-8399

#1
3/21-40

IN THE SUPERIOR COURT OF FULTON
COUNTY

STATE OF GEORGIA

IN RE: BESSIE ANN JONES

CIVIL ACTION
FILE NO. E-46412NOTICE OF PETITION TO CHANGE
NAME

STATE OF GEORGIA

COUNTY OF FULTON

Notice is hereby given that BESSIE ANN JONES, the undersigned, filed her Petition to the Superior Court of Fulton County, on the 11th day of March, 1996, praying for a change in the name of petitioner from BESSIE ANN JONES to BESSIE ANN WILSON. Notice is hereby given pursuant to law to any interested or affected party to appear in said Court and to file objections to such name change. Objections must be filed with said Court within thirty (30) days of the filing of said Petition.

This 11 day of March, 1996,
Bessie Ann Jones
Petitioner

#1
3/21-40

NOTICE OF CHANGE OF NAME
TO WHOM IT MAY CONCERN:

You are hereby notified that on March 1, 1996 Nelson Hill Jr. filed a petition in the Superior Court of Fulton County, Georgia, Case No. E-46105, to change Nelson Hill Jr.'s name, which if granted will be known as Nelson Johnson -Jr., and you will make known any objections you may have to the prayers of said petition within 30 days from above date of filing, in said court, before the Presiding Judge, in Chambers at the Courthouse, Atlanta, Georgia.

Nelson Hill Jr.
PETITIONER

Geoffrey S. Cason
1870 Murk Dr. C-6
Atlanta, GA 30311
404-758-1890

#1
3/7-4-bc

NOTICE OF PETITION
TO CHANGE NAME

Georgia

FULTON COUNTY:

Notice is hereby given that James Kell Beasing, the undersigned, filed a petition to the Superior Court of Fulton County, Georgia, Case No. E-46112, on the 1st day of March, 1996, praying for a change in the name of petitioner from James Kell Beasing to Eldon Otter Anash. Notice is hereby given pursuant to law to any interested or affected party to appear in said Court and to file objections to said name change. Objections must be filed with said Court within 30 days of the filing of said petition.

This 4th day of March, 1996,
James Kell Beasing
ATTORNEY FOR PETITIONER

#1
3/7-4-bc

Notice to Debtors
and CreditorsNOTICE TO DEBTORS
AND CREDITORS

All creditors of the estate of Mary Spangler Cobbs, late of Fulton County, Georgia, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.

This 7th day of March, 1996
Arloene U. Golden, Co-Executor
Gary M. Unell, Co-Executor
Weissman Robinson Halseander, P.C.
The Atlanta Financial Center
3343 Peachtree Road, Suite 820
Atlanta, Georgia 30325
(404) 364-2300

#1
3/14-40

NOTICE TO DEBTORS
AND CREDITORS

All creditors of the estate of Mary Spangler Cobbs, late of Fulton County, Georgia, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.

This 21st day of March, 1996
Weissman Robinson Halseander
3343 Peachtree Road, Suite 820
Atlanta, Georgia 30325

#1
3/28-40

In their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.

February 29, 1996
Elizabeth Ann Hood
13695 New Providence Rd
Alpharetta, GA 30210

#1
3/7-40

NOTICE TO DEBTORS
AND CREDITORS

All creditors of the Estate of Margaret M. Schebl, late of Fulton County, Georgia, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.

This 7th day of March, 1996,
Jeffrey K. Holdet, Executor of the
Estate of Margaret M. Schebl
Melrose P. Walker, Esq.
SALO & WALKER
3023 Maple Drive
Atlanta, Georgia 30305

#6
3/14-40

NOTICE TO DEBTORS
AND CREDITORS

All creditors of the estate of Margaret A. Holloway, late of Fulton County, Georgia, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.

March 15, 1996
Verna L. Holloway
1901 Old Concord Rd
K-4
Smyrna, GA 30080

#1
3/25-40

NOTICE TO DEBTORS
AND CREDITORS

All creditors of the estate of Harry Unell, late of Fulton County, Georgia, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.

This 7th day of March, 1996
Arloene U. Golden, Co-Executor
Gary M. Unell, Co-Executor
Weissman Robinson Halseander, P.C.
The Atlanta Financial Center
3343 Peachtree Road, Suite 820
Atlanta, Georgia 30325
(404) 364-2300

#1
3/14-40

NOTICE TO DEBTORS
AND CREDITORS

All creditors of the estate of Mary Spangler Cobbs, late of Fulton County, Georgia, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.

This 7th day of March, 1996
Arloene U. Golden, Co-Executor
Gary M. Unell, Co-Executor
Weissman Robinson Halseander, P.C.
The Atlanta Financial Center
3343 Peachtree Road, Suite 820
Atlanta, Georgia 30325
(404) 364-2300

#1
3/14-40

NOTICE TO DEBTORS
AND CREDITORS

All creditors of the estate of Mary Spangler Cobbs, late of Fulton County, Georgia, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.

This 7th day of March, 1996
Arloene U. Golden, Co-Executor
Gary M. Unell, Co-Executor
Weissman Robinson Halseander, P.C.
The Atlanta Financial Center
3343 Peachtree Road, Suite 820
Atlanta, Georgia 30325
(404) 364-2300

#1
3/20-40

NOTICE TO DEBTORS
AND CREDITORS

All creditors of the estate of Mary Spangler Cobbs, late of Fulton County, Georgia, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.

AGREEMENT AND PLAN OF MERGER
BETWEEN
BELLSOUTH LONG DISTANCE, INC.,
A GEORGIA CORPORATION
AND
BELLSOUTH LONG DISTANCE, INC.,
A DELAWARE CORPORATION

Agreement and Plan of Merger, made and entered into this 13th day of March, 1996, by and between BELLSOUTH LONG DISTANCE, INC., a Georgia corporation ("BSLD-Georgia"), and BELLSOUTH LONG DISTANCE, INC., a Delaware corporation ("BSLD-Delaware"), as approved by the resolutions adopted by the Board of Directors and Sole Shareholder of each such corporation.

WITNESSETH:

WHEREAS, BELLSOUTH LONG DISTANCE, INC., a Georgia corporation, was incorporated on February 2, 1996, under the Georgia Business Corporation Code, with authorized capital stock of one hundred (100) shares of common stock, no par value per share, one (1) share of which has been validly issued and is presently outstanding and owned by BellSouth Long Distance Holdings, Inc., a Delaware corporation;

WHEREAS, BELLSOUTH LONG DISTANCE, INC., a Delaware corporation, was incorporated on March 13, 1996, under the Delaware General Corporation Law, with authorized capital stock of one thousand (1000) shares of common stock, no par value per share, one hundred (100) shares of which has been validly issued and is presently outstanding and owned by BellSouth Long Distance Holdings, Inc., a Delaware corporation;

WHEREAS, the Board of Directors of BSLD-Georgia and BSLD-Delaware deem it advisable and to the advantage, welfare, and best interests of the respective corporations and their respective shareholders that BSLD-Georgia merge with and into BSLD-Delaware pursuant to the provisions of the Georgia Business Corporation Code and of the Delaware General Corporation Law upon the terms and conditions hereinafter set forth; and,

WHEREAS, BSLD-Delaware shall be the surviving entity in the merger, and that upon such merger BSLD-Georgia's existence shall cease in accordance with the provisions of the Georgia Business Corporation Code and of the Delaware General Corporation Law;

NOW, THEREFORE, in consideration of the premises and of the mutual agreement of the parties hereto, being thereunto duly approved by resolutions adopted by the Board of Directors of BSLD-Georgia and BSLD-Delaware pursuant to the provisions of the Georgia Business Corporation Code and of the Delaware General Corporation Law, the Agreement and Plan of Merger and the terms and conditions thereof, the mode of carrying the same into effect, together with any provisions required or permitted to be set forth therein, are hereby determined and agreed upon for submission to the Sole Shareholder of BSLD-Georgia and to the Sole Shareholder of

BSLD-Delaware as required by the Georgia Business Corporation Code and by the Delaware General Corporation Law, this proposed Agreement and Plan of Merger (the "Agreement and Plan") is set forth below:

PLAN OF MERGER

1. The names of the corporations proposing to merge pursuant to this Agreement and Plan are BELLSOUTH LONG DISTANCE, INC., a Georgia corporation ("BSLD-Georgia" or "Terminating Corporation"), and BELLSOUTH LONG DISTANCE, INC., a Delaware corporation ("BSLD-Delaware" or "Surviving Corporation"). The Surviving Corporation shall be BSLD-Delaware which shall, at the effective time of the merger, be known as "BellSouth Long Distance, Inc.".

2. The terms and conditions of the proposed merger and the mode of carrying it into effect are as follows:

(a) BSLD-Georgia shall merge with and into BSLD-Delaware and shall be a single corporation, and that corporation, the Surviving Corporation, shall be BSLD-Delaware.

(b) The separate existence of BSLD-Georgia shall cease.

(c) The Surviving Corporation shall have all the rights, privileges, immunities and powers and shall be subject to all the duties and liabilities of a corporation organized under the Delaware General Corporation Law.

(d) The Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, immunities and franchises, of a public as well as a private nature, of BSLD-Georgia and BSLD-Delaware. All property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares, all other choses in action and all and every other interest of or belonging to or due BSLD-Georgia and BSLD-Delaware shall be treated in accordance with Section 14-2-1106(a) of the Georgia Business Corporation Code and Section 259(a) of the Delaware General Corporation Law without further act or deed; and the title to any real estate, or any interest therein, shall not revert or be in any way impaired by reason of such merger.

(e) The Surviving Corporation shall thenceforth be responsible and liable for all the liabilities and obligations of BSLD-Georgia and BSLD-Delaware and any claim existing or action or proceeding pending by or against BSLD-Georgia and BSLD-Delaware may be prosecuted as if the merger had not taken place or the Surviving Corporation may be substituted in its place. Neither the right of creditors nor any liens upon the property of the Surviving Corporation shall be impaired by such merger.

3. The present Articles of Incorporation of BSLD-Delaware shall constitute the Articles of Incorporation of said Surviving Corporation and said Articles of Incorporation shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of the Delaware General Corporation Law.

4. The present by-laws of BSLD-Delaware shall be the by-laws of said Surviving Corporation and shall continue in full force and effect until altered or amended as therein provided and in the manner prescribed by the Delaware General Corporation Law.

5. On the effective date of the merger, the Board of Directors of the Surviving Corporation shall consist of the following:

William F. Reddersen

On the effective date of the merger, the officers of the Surviving Corporation shall consist of the following:

William F. Reddersen	President
C. W. Shewbridge III	Vice President-Taxes
Nancy J. Davis	Assistant Vice President-Taxes
Adele Shepherd	Assistant Vice President-Taxes
Leanne N. Harvey	Assistant Vice President-Taxes
Louis Merritt II	Assistant Vice President-Taxes
Julie I. Walker	Assistant Vice President-Taxes
Sharron F. Lathem	Assistant Vice President-Taxes
E. Elliott Thompson	Assistant Vice President-Taxes
Sue Mills	Comptroller
Jim O. Llewellyn	Secretary and General Counsel
Gary L. Walton	Treasurer
Joyce Clower Irvine	Assistant Secretary
Jerry D. Guthrie	Assistant Treasurer
W. V. Camp, Jr.	Assistant Comptroller

All such officers and directors shall continue to hold office until their successors have been duly elected and qualified in accordance with the applicable law and the Bylaws of the Surviving Corporation.

6. The location of the registered office of the Surviving Corporation in the State of Delaware is as follows: The Prentice-Hall Corporation System, Inc., 1013 Centre Road, Wilmington, Delaware, County of New Castle, Delaware 19805-1297. The location of the registered office of the Terminating Corporation in the State of Georgia is as follows: Jim O. Llewellyn, Suite 1800, 1155 Peachtree Street, N.E., Atlanta, Georgia 30309-3610.

7. On the effective date of the merger, all of the issued and outstanding shares of BSLD-Georgia shall be canceled, and each share of common stock of BSLD-Delaware issued and outstanding immediately prior to the effective date of the merger shall continue unchanged and shall continue to evidence the same number of shares of common stock of the Surviving Corporation as evidenced thereby immediately prior to the merger.

8. The Agreement and Plan herein made and entered into shall be submitted to the Sole Shareholder of BSLD-Georgia and to the Sole Shareholder of BSLD-Delaware for its adoption or rejection in the manner prescribed by the Georgia Business Corporation Code and of the Delaware General Corporation Law, respectively.

9. In the event that this Agreement and Plan shall have been adopted by the Sole Shareholder of BSLD-Georgia and by the Sole Shareholder of BSLD-Delaware in accordance with the provisions of the Georgia Business Corporation Code and of the Delaware General Corporation Law, respectively, the Terminating Corporation and the Surviving Corporation agree that they shall cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the State of Georgia and of the State of Delaware and that they shall cause to be performed all necessary acts within the State of Georgia and of the State of Delaware and elsewhere to effectuate the merger.

10. The Board of Directors and the proper officers of the constituent corporations are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Agreement and Plan or of the merger herein provided for.

11. The effective time of the merger herein provided for shall be 11:59 p.m. on March 13, 1996.

12. Notwithstanding the full approval of the Agreement and Plan upon behalf of the Terminating Corporation and upon behalf of the Surviving Corporation, the merger herein provided for may be abandoned by the Board of Directors of either BSLD-Georgia or BSLD-Delaware at any time prior to the filing of Certificates of Merger with the Secretary of State of the State of Delaware and with the Secretary of State of the State of Georgia. This Agreement and Plan may be amended by the board of directors of the constituent corporations at any time prior to the date of filing the Certificates of Merger with the Secretary of State of Georgia or with the Secretary of State of Delaware, provided that an amendment made subsequent to the adoption of

the Agreement and Plan by the stockholders of any constituent corporation shall not (1) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such constituent corporation, (2) alter or change any term of the Certificate of Incorporation of the Surviving Corporation to be effected by the merger, or (3) alter or change any of the terms and conditions of the Agreement and Plan if such alteration or change would adversely affect the holders of any class or series thereof of such constituent corporation.

IN WITNESS WHEREOF, the parties to this Agreement and Plan, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors and Sole Shareholder and that fact having been certified on said Agreement and Plan by the Secretary of each corporate party thereto, have caused these presents to be executed by the President and attested by the Secretary of each party hereto as the respective act, deed and agreement of each said corporation, on this 13th day of March, 1996.

BELLSOUTH LONG DISTANCE, INC.
a Georgia corporation

Attest:

By:

W. F. Reddersen
W. F. Reddersen, President

Joyce Clower Irvine
Joyce Clower Irvine
Assistant Secretary

[Corporate Seal]

BELLSOUTH LONG DISTANCE, INC.
a Delaware corporation

Attest:

By:

W. F. Reddersen
W. F. Reddersen, President

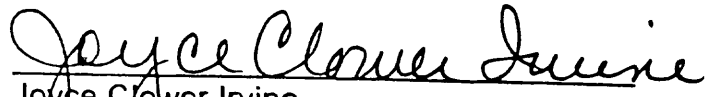
Joyce Clower Irvine
Joyce Clower Irvine
Assistant Secretary

[Corporate Seal]

CERTIFICATE OF SECRETARY

I, Joyce Clower Irvine, Assistant Secretary of BELLSOUTH LONG DISTANCE, INC., a corporation organized and existing under the laws of the State of Delaware, hereby certify, as such Assistant Secretary, that the Agreement and Plan of Merger to which this certificate is attached, after having been first duly signed on behalf of the said corporation and having been signed on behalf of BELLSOUTH LONG DISTANCE, INC., a corporation of the State of Georgia, was duly adopted pursuant to section 228 of Title 8 of the Delaware Code by the unanimous written consent of the Sole Shareholder holding one (1) share of the capital stock of the corporation, the same being all of the shares issued and outstanding having voting power, which Agreement and Plan of Merger was thereby adopted as the act of the Sole Shareholder of said BELLSOUTH LONG DISTANCE, INC. and the duly adopted agreement and act of the said corporation.

WITNESS my hand on this 13th day of March, 1996.


Joyce Clower Irvine
Assistant Secretary

[Corporate Seal]

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "DELLSOUTH LONG DISTANCE, INC.", FILED IN THIS OFFICE ON THE THIRTEENTH DAY OF MARCH, A.D. 1996, AT 9:01 O'CLOCK A.M.

A CERTIFIED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS FOR RECORDING.




Edward J. Freel, Secretary of State

AUTHENTICATION:

780-4447

DATE:

03-13-96

**CERTIFICATE OF INCORPORATION
OF
BELLSOUTH LONG DISTANCE, INC.**

1.

The name of the corporation is BellSouth Long Distance, Inc.

2.

The address of the initial registered office of the corporation in the State of Delaware shall be 1013 Centre Road, City of Wilmington, County of New Castle, Delaware 19805-1297; and the name of the initial registered agent of the corporation at such address is The Prentice-Hall Corporation System, Inc.

3.

The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

4.

The aggregate number of shares of stock which the corporation shall have authority to issue is One Thousand (1,000) shares of Common Stock, which shall have no par value. Said shares of Common Stock may be issued by the corporation for such consideration as shall be fixed from time to time by the Board of Directors of the corporation.

5.

The corporation shall have perpetual duration.

6.

The name and address of the Incorporator is Jim O. Llewellyn, 1800 Campanile, 1155 Peachtree Street, N.E., Atlanta, Georgia 30309-3610.

7.

The initial Board of Directors of the Corporation shall consist of one (1) member, whose name and address is as follows:

William F. Reddersen
Suite 1903
1155 Peachtree Street, N.E.
Atlanta, Georgia 30309-3610

8.

Whenever a compromise or arrangement is proposed between this corporation and its creditors or any class of them and/or between this corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this corporation under the provisions of §291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this corporation under the provisions of §279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, agree to an compromise or arrangement and to any reorganization of this corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said

application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this corporation, as the case may be, and also on this corporation.

9.

For the management of the business and for the conduct of the affairs of the corporation, and in further definition, limitation, and regulation of the powers of the corporation and of its directors and of its stockholders or any class thereof, as the case may be, it is further provided that:

1. The management of the business and the conduct of the affairs of the corporation shall be vested in its Board of Directors. The number of directors which shall constitute the whole Board of Directors shall be fixed by, or in the manner provided in, the Bylaws. The phrase "whole Board" and the phrase "total number of directors" shall be deemed to have the same meaning, to wit, the total number of directors which the corporation would have if there were no vacancies. No election of directors need be by written ballot;

2. After the original or other Bylaws of the corporation have been adopted, amended, or repealed, as the case may be, in accordance with the provisions of §109 of the General Corporation Law of the State of Delaware, and, after the corporation has received any payment for any of its stock, the power to adopt, amend, or repeal the Bylaws of the corporation may be exercised by the Board of Directors of the corporation; and,

3. Whenever the corporation shall be authorized to issue only one class of stock, each outstanding share shall entitle the holder thereof to notice of, and the right to vote at, any meeting of stockholders. Whenever the corporation shall be authorized to issue more than one class of stock, no outstanding share of any class of stock which is denied voting power under

the provisions of the Certificate of Incorporation shall entitle the holder thereof to the right to vote at any meeting of stockholders except as the provisions of paragraph (2) of subsection (b) of §242 of the General Corporation Law of the State of Delaware shall otherwise require; provided, that no share of any such class which is otherwise denied voting power shall entitle the holder thereof to vote upon the increase or decrease in the number of authorized shares of said class.

10.

The personal liability of the directors of the corporation is hereby eliminated to the fullest extent permitted by the provisions of paragraph (7) of subsection (b) of §102 of the General Corporation Law of the State of Delaware, as the same may be amended and supplemented.

11.

The corporation shall, to the fullest extent permitted by the provisions of §145 of the General Corporation Law of the State of Delaware, as the same may be amended and supplemented, indemnify any and all persons whom it shall have power to indemnify under said section from and against any and all of the expenses, liabilities, or other matters referred to in or covered by said section, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

12.

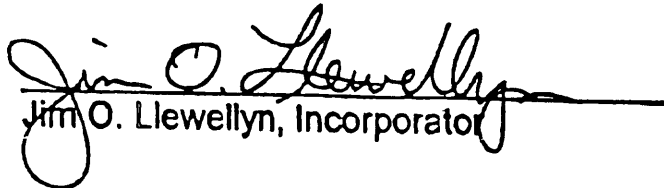
Any action that is required or permitted to be taken at a meeting of the shareholders may be taken without a meeting if the action is taken by

persons who would be entitled to vote at a meeting shares having voting power to cast not less than the minimum number (or numbers, in the case of voting by groups) of votes that would be necessary to authorize or take such action at a meeting at which all shareholders entitled to vote were present and voted. The action must be evidenced by one or more written consents describing the action taken, signed by shareholders entitled to take action without a meeting and delivered to the corporation for inclusion in the minutes or filing with the corporate records.

13.

From time to time any of the provisions of this Certificate of Incorporation may be amended, altered, or repealed, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted in the manner and at the time prescribed by said laws, and all rights at any time conferred upon the stockholders of the corporation by this Certificate of Incorporation are granted subject to the provisions of this Article.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Incorporation this 13th day of March, 1996.


Jim O. Llewellyn, Incorporator

APPLICATION FOR CERTIFICATE OF AUTHORITY FOR

3 2 1 3 3 1 3 1 3 3

FILED RECEIVED

BellSouth Long Distance, Inc.

To the Secretary of State of the State of Tennessee:

Pursuant to the provisions of Section 48-25-103 of the Tennessee Business Corporation Act, the undersigned corporation hereby requests for a certificate of authority to transact business in the State of Tennessee, and for that purpose sets forth:

1. The name of the corporation is BellSouth Long Distance, Inc.

If different, the name under which the certificate of authority is to be obtained is _____

(NOTE: The Secretary of State of the State of Tennessee may not issue a certificate of authority to a foreign corporation for profit if its name does not comply with the requirements of Section 48-14-101 of the Tennessee Business Corporation Act. If obtaining a certificate of authority under an assumed corporate name, an application must be filed pursuant to Section 48-14-101(d).)

2. The state or country under whose law it is incorporated is Delaware3. The date of its incorporation is March 13, 1996 (must be month, day, and year), and the period of duration, if other than perpetual, is perpetual

4. The complete street address (including zip code) of its principal office is Suite 1800
1155 Peachtree St., NE Atlanta GA 30309-3610
 Street City State/Country Zip Code

5. The complete street address (including the country and zip code) of its registered office in this state is
500 Tallan Bldg., Two Union Square, Chattanooga, TN 37402-2571
 Street City/State County Zip Code

The name of its registered agent at that office is

The Prentice Hall Corporation System, Inc.

6. The names and complete business addresses (including zip code) of its current officers are: (Attach separate sheet if necessary.)

W.F. Reddersen/President/1155 Peachtree St., Atlanta, GA 30309-3610James G. Harralson/VP-Secretary/1155 Peachtree St., Atlanta, GA 30309-3610Gary L. Walton/Treasurer/1155 Peachtree St., Atlanta, GA 30309-3610

7. The names and complete business addresses (including Zip code) if its current board of directors are: (Attach separate sheet if necessary.)

W.F. Reddersen, 1155 Peachtree St., Atlanta, GA 30309-3610

8. The corporation is a corporation for profit.

9. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date/time is

1996 (date) _____ (time).

(NOTE: A delayed effective date shall not be later than the 90th day after the date this document is filed by the Secretary of State.)

(NOTE: This application must be accompanied by a certificate of existence (or a document of similar import) duly authenticated by the Secretary of State or other official having custody of corporate records in the state or country under whose law it is incorporated. The Certificate shall not bear a date of more than one (1) month prior to the date the application is filed in this state.)

August 23, 1996

Signature Date

Vice President & Secretary
 Signer's Capacity

BellSouth Long Distance, Inc.

Name of Corporation

Signature

James G. Harralson

Name (typed or printed)

NAME AND ADDRESS OF CORPORATE OFFICERS

Janet A. Kibler
President
400 Perimeter Center Terrace, Suite 400
Atlanta, Georgia 30346
(770) 352-3100
(770) 352-3346 (FAX)

Harris R. Anthony
VP, Secretary, & General Counsel
400 Perimeter Center Terrace, Suite 400
Atlanta, Georgia 30346
(770) 352-3116
(770) 352-3332 (FAX)

James L. Pittman
Treasurer
Suite 14D03
1155 Peachtree Street, N.E.
Atlanta, Georgia 30309
(404) 249-3478
(404) 249-2387 (FAX)

Sharon G. Spears
Vice President & CFO
400 Perimeter Center Terrace, Suite 400
Atlanta, Georgia 30346
(678) 443-3465
(770) 352-3332 (FAX)

DESCRIPTION OF SENIOR MANAGEMENT OF APPLICANT

Rex Adams, President-Long Distance Services

Rex Adams is responsible for leading BellSouth's multi-billion dollar entry into the consumer and business long distance markets, calling card services, wireless, operator services, and 1+ domestic and international calling plans. He has held a variety of positions with BellSouth, most recently Vice President and General Manager-eBusiness Services, where he was responsible for BellSouth's Hosting and Internet Services. Mr. Adams has also worked in BellSouth Billing, Inc., Corporate Planning and Development, BellSouth Information Technology Organization and was Vice President-Planning and Development and Administration at Bellsouth Long Distance. He was instrumental in the initial planning, strategy and resourcing of BellSouth Long Distance in its preparation for wire line entry in May 2002 and its initial success.

Before joining BellSouth in 1994, Mr. Adams was a consultant at Monitor Company, a strategy consulting firm that was founded by Harvard Business School professor Michael Porter. While at Monitor Company, Mr. Adams was involved with clients in a number of industries, including oil and gas, the retail sector, and telecommunications.

Mr. Adams is a graduate of the Harvard Business School and a graduate of the United States Military Academy at West Point.

Harris R. Anthony, Vice President –General Counsel

Mr. Anthony arrived at BellSouth Long Distance in early 2000, but has worked in BellSouth's Legal Department since 1977. He began his career with BellSouth as a labor attorney, then was BellSouth Telecommunications, Inc. ("BST"), General Counsel for Georgia and, later, BST General Counsel for Florida. He returned to Atlanta in 1994, where he assumed responsibility for BellSouth's Commercial Attorneys.

Mr. Anthony graduated magna cum laude from Colgate University and went on to earn his juris doctorate from Duke University School of Law.

Janet A. Kibler, Vice President-Billing and Support

Jan Kibler holds the title of President, BellSouth Long Distance, Inc. ("BSLD"), and is also Vice President - Billing and Support of BSLD. She has a variety of responsibilities including overseeing Human Resources, Supply Chain Management, Business Implementation and Compliance, Communications, Business Planning, Facilities Maintenance, Supplier Account Management and Billing Operations across all of our lines of business.

Prior to moving to BellSouth Long Distance in 1998, Ms. Kibler spent more than eight years in the yellow pages business. Her responsibilities focused largely on strategic planning and business development for the Advertising and Publishing Group. Ms. Kibler's prior work

experience includes assignments at PepsiCo, Inc. and Dillon, Read and Co., both in New York City and ownership of a retail antiques business in Macon, Ga.

Ms. Kibler, a native of Georgia, graduated summa cum laude from the University of the South with a bachelor's degree in economics. She also has a master's degree in business administration from the University of Chicago.

Chris Anderson, Vice President-Business Products and Support

In his current assignment, Mr. Anderson is responsible for the overall development and management of BellSouth's InterLATA and IP products for the Mid Market Business and Large Business marketplaces.

Prior to his current assignment, Mr. Anderson was Senior Director - Wholesale at BellSouth Long Distance. In that assignment, Mr. Anderson and his team led BellSouth into the long distance wholesale market nationwide. Prior to leading the wholesale group, Mr. Anderson was director of staff - BellSouth Value Added Services at BellSouth's Corporate Headquarters where he provided financial and strategic support.

Mr. Anderson started his career with BellSouth in the Large Business Sales Market holding various positions of increasing responsibility through Director of Business Development.

Mr. Anderson holds a bachelor's degree in management from the Georgia Institute of Technology.

Robert B. Bentley, Vice President-Consumer and Wholesale Products

Rob Bentley is vice president - Consumer and Wholesale Products at BSLD. His responsibilities include development of Consumer and Small Business Long Distance products and services, sales, marketing and operations for BellSouth's wholesale business as well as the BellSouth Long Distance Carrier Relations organization, managing BellSouth's carrier vendor relationships.

Mr. Bentley has held a variety of positions of increasing responsibility during his 14 years at BellSouth and, most recently, as general manager - BellSouth Mobility West Tennessee, where he was responsible for all operations of the wireless business. He was responsible for all channels to market, including retail, direct and third party indirect distribution. Prior to that assignment, Mr. Bentley served as Director - National Accounts at BAPCO in Atlanta, where he was responsible for the sales management and interface with BAPCO's largest customers. This role also included the management of the publishing and customer service functions that served BAPCO's national customers.

Mr. Bentley holds a bachelor's degree in business administration from Appalachian State University and a master's degree in business administration from Mercer University.

Joe Gilman, President-BellSouth Carrier Professional Services

Joe Gilman is president - BellSouth Carrier Professional Services, Inc. In this role, he is responsible for the network planning, network operations, customer care operations planning, service delivery, service assurance and customer care functions of BellSouth's long distance operations. His assignment prior to coming to BellSouth Long Distance Services in 1997 was as vice president - Business Planning in BellSouth International. He had responsibility for directing planning activities for competitive fixed network and long distance opportunities in Europe for two years while he was based in BellSouth's European headquarters in Brussels, Belgium. Prior to that, he was responsible for oversight and management of BellSouth's operating interests in the Asia/Pacific region, including Optus Communications in Australia, the second telecommunications carrier for Australia, for which he was the original project manager in 1990-91.

Earlier in his twenty-eight year career with BellSouth, he held a number of technical management positions within BellSouth Telecommunications, including responsibility for switching engineering, new services implementations, circuit provisioning and network operations.

In 1990, Mr. Gilman was awarded a master's degree in the management of technology from the Massachusetts Institute of Technology. He also holds a bachelor's degree in mathematics from Kentucky's Morehead State University.

Sharon G. Spears, Chief Financial Officer-BellSouth Long Distance, Inc.

Sharon Spears, Chief Financial Officer - BellSouth Long Distance, has been a part of the BellSouth Long Distance team since 1998, holding various positions in business planning and finance, including controller and senior director - Business Planning and Development. Prior to joining BellSouth Long Distance, Ms. Spears worked as manager - Financial Operations for BellSouth International. She has been with BSLD since 1996. Ms. Spears worked at Coopers & Lybrand prior to BSLD.

She has a bachelor's degree in accounting from Auburn University

Mike Reagan, Chief Information Officer-BellSouth Long Distance, Inc.

Mike Reagan, Chief Information Officer - BellSouth Long Distance, was part of the BellSouth Long Distance Information Technology organization from 1996 to 2001. Prior to joining BellSouth, Mr. Reagan held a number of positions with Sprint and MCI. In all, Mr. Reagan has been in telecommunications for 19 years and has held positions in network engineering, sales support, product development and information technology.

As CIO, Mr. Reagan is responsible for all IT planning and strategy, architecture, application development, application support, operations and project management for BellSouth Long Distance Services. Mr. Reagan has a bachelor's degree in electrical engineering and mathematics from Geneva College in Pennsylvania.

COPY

TENNESSEE REGULATORY AUTHORITY

TENNESSEE TELECOMMUNICATIONS SERVICE PROVIDER'S SURETY BOND

Bond #: 607 56 25

WHEREAS, BellSouth Long Distance, Inc. (the "Principal"), has applied to the Tennessee Regulatory Authority for authority to provide telecommunications services in the State of Tennessee; and

WHEREAS, under the provisions of Title 65, Chapter 4, Section 125(j) of the Tennessee Code Annotated, as amended, the Principal is required to file this bond in order to obtain such authority and to secure the payment of any monetary sanction imposed in any enforcement proceeding brought under Title 65 of the Tennessee Code Annotated or the Consumer Telemarketing Act of 1990 by or on behalf of the Tennessee Regulatory Authority (the "TRA"); and

WHEREAS, SAFECO Insurance Company of America (the "Surety"), a corporation licensed to do business in the State of Tennessee and duly authorized by the Tennessee Commissioner of Insurance to engage in the surety business in this state pursuant to Title 56, Chapter 2 of the Tennessee Code Annotated, has agreed to issue this bond in order to permit the Principal to comply with the provisions of Title 65, Chapter 4, Section 125(j) of the Tennessee Code Annotated;

NOW THEREFORE, BE IT KNOWN, that we the Principal and the Surety are held and firmly bound to the STATE OF TENNESSEE, in accordance with the provisions of Tennessee Code Annotated, Title 65, Chapter 4, Section 125(j), in the full amount of twenty thousand dollars (\$20,000.00) lawful money of the United States of America to be used for the full and prompt payment of any monetary sanction imposed against the Principal, its representatives, successors or assigns, in any enforcement proceeding brought under Title 65 of Tennessee Code Annotated or the Consumer Telemarketing Act of 1990, by or on behalf of the TRA, for which obligation we bind ourselves, our representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

This bond shall become effective on the 16th day of August, 2000, and shall be continuous; provided, however, that each annual renewal period or portion thereof shall constitute a new bond term. Regardless of the number of years this bond may remain in force, the liability of the Surety shall not be cumulative, and the aggregate liability of the Surety for any and all claims, suits or actions under this bond shall not exceed Twenty Thousand Dollars (\$20,000.00). The Surety may cancel this bond by giving thirty (30) days written notice of such cancellation to the TRA and Principal by certified mail, it being understood that the Surety shall not be relieved of liability that may have accrued under this bond prior to the date of cancellation.

PRINCIPAL

BellSouth Long Distance, Inc.

Name of Company authorized by the TRA

126174

Company ID # as assigned by TRA

SIGNATURE OF PRINCIPAL

[Signature]
 Name: PAVAN B HILL
 Title: CFO

SURETY

SAFECO Insurance Company of America

Name of Surety

3700 Crestwood Parkway, NW
Duluth, GA 30096

Address of Surety

SIGNATURE OF SURETY AGENT

[Signature]
 Name: Judy L. Fleming
 Title: Attorney-in-Fact

Address of Surety Agent:
3475 Piedmont Rd., NE
Atlanta, GA 30305

THIS BOND IS ISSUED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 125, CHAPTER 4, TITLE 65 OF THE TENNESSEE CODE ANNOTATED AS AMENDED BY CHAPTER NO. 586, 2000 PUBLIC ACTS. SHOULD THERE BE ANY CONFLICT WITH THE TERMS HEREOF AND THE STATUTE OR REGULATIONS PROMULGATED THEREUNDER, THE STATUTE OR REGULATIONS SHALL PREVAIL. (POWER OF ATTORNEY FROM APPROVED INSURANCE COMPANY MUST BE ATTACHED.)

TENNESSEE REGULATORY AUTHORITY

TENNESSEE TELECOMMUNICATIONS SERVICE PROVIDER'S SURETY BOND

Bond #: 607 56 25

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NOW THEREFORE, BE IT KNOWN, that we the Principal and the Surety are held and firmly bound to the STATE OF TENNESSEE, in accordance with the provisions of Tennessee Code Annotated, Title 65, Chapter 4, Section 125(j), in the full amount of twenty thousand dollars (\$20,000.00) lawful money of the United States of America to be used for the full and prompt payment of any monetary sanction imposed against the Principal, its representatives, successors or assigns, in any enforcement proceeding brought under Title 65 of Tennessee Code Annotated or the Consumer Telemarketing Act of 1990, by or on behalf of the TRA, for which obligation we bind ourselves, our representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

This bond shall become effective on the 16th day of August, 2000, and shall be continuous; provided, however, that each annual renewal period or portion thereof shall constitute a new bond term. Regardless of the number of years this bond may remain in force, the liability of the Surety shall not be cumulative, and the aggregate liability of the Surety for any and all claims, suits or actions under this bond shall not exceed Twenty Thousand Dollars (\$20,000.00). The Surety may cancel this bond by giving thirty (30) days written notice of such cancellation to the TRA and Principal by certified mail, it being understood that the Surety shall not be relieved of liability that may have accrued under this bond prior to the date of cancellation.

PRINCIPAL

BellSouth Long Distance, Inc.

Name of Company authorized by the TRA

126174

Company ID # as assigned by TRA

SIGNATURE OF PRINCIPAL

Patricia B. Hill
 Name: PATRICIA B. HILL
 Title: CFO

SURETY

SAFECO Insurance Company of America

Name of Surety

3700 Crestwood Parkway, NW
Duluth, GA 30096

Address of Surety

SIGNATURE OF SURETY AGENT

Judy S. Fleming
 Name: Judy S. Fleming
 Title: Attorney-in-Fact

Address of Surety Agent:
3475 Piedmont Rd., NE
Atlanta, GA 30305

THIS BOND IS ISSUED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 125, CHAPTER 4, TITLE 65 OF THE TENNESSEE CODE ANNOTATED AS AMENDED BY CHAPTER NO. 586, 2000 PUBLIC ACTS. SHOULD THERE BE ANY CONFLICT WITH THE TERMS HEREOF AND THE STATUTE OR REGULATIONS PROMULGATED THEREUNDER, THE STATUTE OR REGULATIONS SHALL PREVAIL. (POWER OF ATTORNEY FROM AN APPROVED INSURANCE COMPANY MUST BE ATTACHED.)

ACKNOWLEDGMENT OF PRINCIPAL

STATE OF Georgia ~~TENNESSEE~~
COUNTY OF Cherokee

Before me, a Notary Public of the State and County aforesaid, personally appeared Pavan Bhatta with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing bond on behalf of BelSouth Long Distance, and he acknowledged to me that he executed the same.

WITNESS my hand and seal this 20th day of October, 2000.

My Commission Expires:

CAROL A. JONES

Notary Public, Cherokee County, GA

My Commission Expires May 31, 2003

Carol A. Jones
Notary Public

ACKNOWLEDGMENT OF SURETY

STATE OF ~~TENNESSEE~~ GEORGIA
COUNTY OF CHEROKEE

Before me, a Notary Public of the State and County aforesaid, personally appeared Judy S. Fleming with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing bond on behalf of SAFECO Insurance Company of America, the within named Surety, a corporation licensed to do business in the State of Tennessee and duly authorized by the Tennessee Commissioner of Insurance to engage in the surety business in this state pursuant to Title 56, Chapter 2 of the Tennessee Code Annotated, and that he as such an individual being authorized to do so, executed the foregoing bond, by signing the name of the corporation by himself and as such individual.

WITNESS my hand and seal this 18th day of October, 2000.

My Commission Expires:

_____, 2000

NOTARY PUBLIC, CHEROKEE COUNTY, GEORGIA
MY COMMISSION EXPIRES JULY 20, 2003

Barbara Thompson
Notary Public

APPROVAL AND INDORSEMENT

This is to certify that I have examined the foregoing bond and found the same to be sufficient and in conformity to law, that the sureties on the same are good and worth the penalty thereof, and that the same has been filed with the Tennessee Regulatory Authority, State of Tennessee, this _____ day of _____, 20____.

Name:

Title:



SAFECO

**POWER
OF ATTORNEY**

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

No. 6724

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

*****SANDRA S. CARTER, JUDY GAY CERA; GARY D. EKLUND; JUDY S. FLEMING; VIRGINIA B. MCMANUS; BARBARA S. MACARTHUR; SANDRA J. MATHIS; EDWARD L. MITCHELL; NANCY NIX; BARBARA THOMPSON, RONALD A. SANTANIELLO; Atlanta, Georgia*****

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 21 day of October, 1999

R.A. Pierson

R.A. PIERSON, SECRETARY

W. Randall Stoddard

W. RANDALL STODDARD, PRESIDENT

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA
and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA
and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, R.A. Pierson, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 18th day of October, 2000



R.A. Pierson

R.A. PIERSON, SECRETARY



MILLENNIUM CORPORATE PARK
BLDG. C
18400 NE UNION HILL ROAD
REDMOND, WA 98052

Bond 607 56 25

LICENSE OR PERMIT BOND

KNOW ALL BY THESE PRESENTS, That we, BellSouth Long Distance, Inc.
as Principal, of 32 Perimeter Center East, Atlanta, GA 30346
(Street and Number)
and the SAFECO INSURANCE COMPANY OF
(City) (State)
AMERICA, a Washington corporation, as Surety, are held and
bound unto State of Tennessee Regulatory Authority

, as Obligee, in the sum of
Twenty Thousand and 00/100 ----- Dollars (\$ 20,000.00)
for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns
jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 16th day of August, 2000

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has been or is about to be granted
license or permit to do business as Telecommunications Service Provider

by the Obligee.

NOW, THEREFORE, if the Principal well and truly comply with applicable local ordinances, and conduct business in
conformity therewith, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER:

1. This bond shall continue in force:

☐ Until _____, _____, or until the date of expiration of any Continuation Certificate executed by
the Surety

OR

☒ Until canceled as herein provided.

2. This bond may be canceled by the Surety by the sending of notice in writing to the Obligee, stating when, not less than
thirty days thereafter, liability hereunder shall terminate as to subsequent acts or omissions of the Principal.



BellSouth Long Distance, Inc.

[Signature]

Principal

SAFECO INSURANCE COMPANY OF AMERICA

By *[Signature]*
Judy S. Fleming

Attorney-in-Fact



SAFECO

**POWER
OF ATTORNEY**

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

No. 6724

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint
*****SANDRA S. CARTER; JUDY GAY CERA; GARY D. EKLUND; JUDY S. FLEMING; VIRGINIA B. MCMANUS; BARBARA S. MACARTHUR; SANDRA J. MATHIS; EDWARD L. MITCHELL, NANCY NIX, BARBARA THOMPSON; RONALD A. SANTANIELLO; Atlanta, Georgia*****

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 21 day of October, 1999

R A Pierson

R.A. PIERSON, SECRETARY

W. Randall Stoddard

W. RANDALL STODDARD, PRESIDENT

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA
and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

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- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

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I, R.A. Pierson, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 16th day of August, 2000



R A Pierson

R.A. PIERSON, SECRETARY



BellSouth Long Distance

**TENNESSEE
SMALL AND MINORITY-OWNED TELECOMMUNICATIONS
BUSINESS
PARTICIPATION PLAN**

**SUBMITTED TO THE
TENNESSEE REGULATORY AUTHORITY**

August 1, 2003

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SMALL AND MINORITY-OWNED TELECOMMUNICATIONS BUSINESS PARTICIPATION PLAN

1. PURPOSE

- 1.1 This small and minority-owned telecommunications business participation plan (Plan) is submitted by BellSouth Long Distance, Inc. as required by T.C.A. §65-5-212.
- 1.2 The administration of the Plan is the responsibility of BellSouth Long Distance, Inc.

2. DEFINITIONS

- 2.1 BellSouth Long Distance, Inc. is a wholly owned subsidiary of BellSouth Corporation. BellSouth Long Distance, Inc. has its principal place of business in Atlanta, Georgia and has no employees, property, or equipment in Tennessee at this time. BellSouth Long Distance, Inc. is an equal opportunity employer.
- 2.2 Small Business – For the purposes of this Plan, “small business” means a business with annual gross receipts of less than four million dollars (\$4,000,000) per T.C.A. §65-5-212.
- 2.3 Minority Business – For the purpose of this Plan, “minority business” means a business that is solely owned, or at least fifty-one percent (51%) of the assets or outstanding stock of which is owned by an individual who personally manages and controls the daily operations of such business, and who is impeded from normal entry to the economic mainstream because of race, religion, sex, or national origin and such business has annual gross receipts of less than four million dollars (\$4,000,000) per T.C.A. §65-5-212.

3. BELLSOUTH LONG DISTANCE, INC.’S RESPONSIBILITY FOR SMALL AND MINORITY-OWNED TELECOMMUNICATIONS BUSINESS PARTICIPATION PLAN AND POLICY STATEMENT

- 3.1 BellSouth Long Distance, Inc. intends to afford Small and Minority-Owned Telecommunications Businesses the maximum practicable opportunity to participate in the performance of contracts in accordance with T.C.A. §65-5-212.
- 3.2 BellSouth Long Distance, Inc. is a provider of telecommunications services whose business operations include:
 - Sales and Marketing of resold Telecommunications Services
 - Customer Care
 - Telecommunications Repair and Maintenance

BellSouth Long Distance

3.3 BellSouth Long Distance, Inc. uses vendors and suppliers to support its business in the following areas:

- Telecommunications Service Providers
- Sales Agent of Telecommunications Services
- Telecommunications Billing and Collection Services
- Telecommunications Repair and Maintenance

3.4 BellSouth Long Distance, Inc.'s Manager-Supply Chain and Business Relations will coordinate Small and Minority-Owned Telecommunications Business referrals.

3.5 Initial Small and Minority-Owned Telecommunications Business contacts for BellSouth Long Distance, Inc. will be made through its Manager-Supply Chain and Business Relations, who will seek to identify and include firms in Tennessee through the Department of Economic and Community Development's office of Minority Business Enterprise and Small Business office.

4. SMALL AND MINORITY-OWNED TELECOMMUNICATIONS BUSINESS PARTICIPATION PLAN PERIOD OF EFFECTIVENESS

4.1 BellSouth Long Distance, Inc. will maintain a proactive and continuous approach toward inclusion of such firms in its supplier base. Consequently, its Plan and the associated duties and activities will not have a fixed time period for effectiveness, but rather represent BellSouth Long Distance, Inc.'s ongoing policies and procedures.

5. PLAN ADMINISTRATION

5.1 BellSouth Long Distance, Inc.'s Plan Administrator is:

Todd B. Williams
Manager-Supply Chain and Business Relations
400 Perimeter Center Terrace, Suite 400
Atlanta, Georgia 30346
Telephone: (770) 352-3005

5.2 The Administrator manages the Plan, as described in the Administrator's duties. The Administrator has direct interface with procurement personnel, contract administrators, and program and project personnel to ensure compliance with the provisions of the Plan.

5.3 The Administrator's specific job duties, as they relate to this Plan and BellSouth Long Distance, Inc.'s business operations in the State of Tennessee, are as follows:

- Developing and maintaining the BellSouth Long Distance, Inc. Supplier Master List which will include a Listing of Small and Minority-Owned Telecommunications Businesses in Tennessee who are deemed eligible to be suppliers for BellSouth Long Distance, Inc.;

BellSouth Long Distance

- Reviewing BellSouth Long Distance, Inc. policies and procedures to ensure that Small and Minority-Owned Telecommunications Businesses in Tennessee have an equitable opportunity to be awarded contracts when possible;
- Allowing for inclusion of Small and Minority-Owned Telecommunications Businesses in those solicitations for products or services which they are capable of providing;
- Coordinating activities during the conduct of any compliance review; and
- Preparing and submitting periodic contracting reports as required.

6. PLAN TO ASSURE EQUITABLE OPPORTUNITY

6.1 The Administrator shall ensure that appropriate source listings and services are properly utilized in support of the Plan. Sources/listings include but are not limited to the following:

- The BellSouth Long Distance, Inc. approved Master Supplier List;
- Sourcing information received from the Department of Economic and Community Development's Office of Minority Business Enterprise and Small Business Office in Nashville, Tennessee;
- Form FR-5245 submissions.

6.2 Outreach efforts will be made as follows:

- The Administrator shall cultivate and maintain a relationship with the Community Development's Office of Minority Business Enterprise and Small Business Office in an effort to locate and qualify capable Small and Minority-Owned Telecommunications Businesses for participation in contracting opportunities;
- The Administrator shall ensure that BellSouth Long Distance, Inc. provides adequate and timely consideration of the potentialities of Small and Minority-Owned Telecommunications Businesses in "make-or-buy" decisions;
- The Administrator shall ensure that BellSouth Long Distance, Inc. counsels and discusses contracting opportunities with representatives of Small and Minority-Owned Telecommunications Businesses; and
- The Administrator will ensure that BellSouth Long Distance, Inc. offers assistance to Small and Minority-Owned Telecommunications Businesses to explain: requests for quotations; progress payments; technical and quality assurance programs; advice on types of business typically being contracted; and the mechanics of procurement requirements and quality expectations.

BellSouth Long Distance**7. PLAN REPORTING**

- 7.1 BellSouth Long Distance, Inc. will submit such periodic reports and cooperate in those studies or surveys as may be required to determine the extent of compliance with this Plan. BellSouth Long Distance, Inc. will maintain, if required, the following types of records:
- Source lists, guides, and other data that identify Small and Minority-Owned Telecommunications Businesses, and
 - Lists of organizations contacted in an attempt to locate sources that are Small and Minority-Owned Telecommunications Businesses.
- 7.2 BellSouth Long Distance, Inc.'s Supplier Master List will identify Small and Minority-Owned Telecommunications Businesses in Tennessee. The Supplier Master List shall be utilized in identifying potential contractors.

Exhibit I

LIST OF INCUMBENT LOCAL TELEPHONE COMPANIES IN TENNESSEE
NOTICE LIST

INCUMBENT LOCAL EXCHANGE SERVICE PROVIDERS CERTIFICATED IN
TENNESSEE (FACILITIES-BASED)

- 1) ARDMORE TELEPHONE COMPANY INC. P.O. Box 549
517 Ardmore Avenue Ardmore, TN 38449 (205) 423-2131 (205) 423-2208 (Fax)
- 2) BELLSOUTH 333 Commerce Street Nashville, TN 37201-3300 (615) 214-3800 (615) 214-8820 (Fax)
- 3) CENTURY TELEPHONE OF ADAMSVILLE P.O. Box 405
116 N. Oak Street Adamsville, TN 38310 (901) 632-3311
(901) 632-0232 (Fax)
- 4) CENTURY TELEPHONE OF CLAIBORNE P.O. Box 100
507 Main Street New Tazewell, TN 37825 (423) 626-4242
(423) 626-5224 (Fax)
- 5) CENTURY TELEPHONE OF OOLTEWAH-COLLEGEDALE, INC. P.O. Box 782
5616 Main Street Ooltewah, TN 37363 (423) 238-4102 (423) 238-5699 (Fax)
- 6) CITIZENS COMMUNICATIONS COMPANY OF TENNESSEE P.O. Box 770
300 Bland Street Bluefield, WV 24701
- 7) CITIZENS COMMUNICATIONS COMPANY OF THE VOLUNTEER STATE P.O.
Box 770
300 Bland Street Bluefield, WV 24701
- 8) LORETTO TELEPHONE COMPANY, INC. P.O. Box 130
Loretto, TN 38469 (931) 853-4351 (931) 853-4329 (Fax)
- 9) MILLINGTON TELEPHONE COMPANY INC. P.O. Box 429
4880 Navy Road Millington, TN 38083-0429 (901) 872-3311
(901) 873-0022 (Fax)
- 10) SPRINT-UNITED 112 Sixth Street Bristol, TN 37620 (423) 968-8161 (423) 968-3148 (Fax)
- 11) TDS TELECOM-CONCORD TELEPHONE EXCHANGE, INC. P.O. Box 22610
701 Concord Road Knoxville, TN 37933-0610 (423) 966-5828
(423) 966-9000 (Fax)
- 12) TDS TELECOIV-HUMPHREYS COUNTY TELEPHONE COMPANY P.O. Box 552
203 Long Street
New Johnsonville, TN 37134-0552 (931) 535-2200
(931) 535-3309 (Fax)

13) TDS TELECOIVRTELLICO TELEPHONE COMPANY INC.

P.O. Box 9

102 Spence Street

Tellico Plains, TN 37385-0009 (423) 671-4600

(423) 253-7080 (Fax)

14) TDS TELECOM-TENNESSEE TELEPHONE COMPANY P.O. Box 18139

Knoxville, TN 37928-2139 (423) 922-3535

(423) 922-9515 (Fax)

15) TEC-CROCKETT TELEPHONE COMPANY INC. P.O. Box 7

Friendship, TN 38034 (901) 677-8181

16) TEC-PEOPLE'S TELEPHONE COMPANY INC. P.O. Box 310

Erin, TN 37061 (931) 289-4221 (931) 289-4220 (Fax)

17) TEC-WEST TENNESSEE TELEPHONE COMPANY INC. P.O. Box 10

244 E. Main Street Bradford, TN 38316 (901) 742-2211 (901) 742-2212 (Fax)

18) UNITED TELEPHONE COMPANY P.O. Box 38

120 Taylor Street Chapel Hill, TN 37034 (931) 364-2289

(931) 364-7202 (Fax)

TENNESSEE SPECIFIC OPERATIONAL ISSUES

1. How does the company intend to comply with TCA §65-21-114? In its description, please explain technically how the company will not bill for countywide calls within Tennessee.
 - A. Initially, the only local services to be offered by the Company in the State of Tennessee will be data services. Once the Company begins offering voice services, it will have computer programs that will prevent billing for county wide calls.
2. Is the Company aware of the Tennessee County Wide Calling database maintained by BellSouth and the procedures to enter your telephone numbers on the database?
 - A. Yes
3. Is your company aware of the local calling areas provided by the Incumbent Local Exchange Carriers in your proposed service areas?
 - A. Yes
4. Explain the procedures that will be implemented to assure that your customers will not be billed long distance charges for calls within the metro calling areas.
 - A. The Company already offers switched long distance service in Tennessee and no customers are billed for long distance charges in the metro areas of Tennessee.
5. Please provide the name and telephone number of an employee of your company that will be responsible to work with the TRA on resolving customer complaints.
 - A. Mary Jean Dennis
Director-Business Implementation & Compliance
400 Perimeter Center Terrace, Suite 350
Atlanta, Georgia 30346
(770) 352-3077 (phone)
(678) 443-3470 (FAX)
mary.dennis@bellsouth.com (e-mail)
6. Does the company intend to telemarket its services in Tennessee? If yes, is the company aware of the telemarketing statutes and regulations found in TCA §65-4-401 *et seq.* and Chapter 1220-4-11?
 - A. The Company does not plan to use any additional telemarketing in connection with the provision of local service in the State of Tennessee as a result of receiving a local certificate. The Company is aware of the telemarketing statutes and regulations in Tennessee.

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BELLSOUTH LONG DISTANCE, INC.
DIRECT TESTIMONY OF MARIO L. SOTO
BEFORE THE TENNESSEE REGUALTORY AUTHORITY
TRA DOCKET NO. _____
AUGUST X, 2003

Q. PLEASE STATE YOUR NAME, YOUR POSITION WITH BELLSOUTH
LONG DISTANCE, INC. (BSLD) AND YOUR BUSINESS ADDRESS.

A. My name is Mario L. Soto. I am employed by BellSouth Long Distance, Inc.
("BSLD"), as Director-Business Implementation and Compliance. My
business address is Suite 350, 400 Perimeter Center Terrace, Atlanta, Georgia
30346.

Q. PLEASE PROVIDE A BRIEF DESCRIPTION OF YOUR BACKGROUND
AND EXPERIENCE.

A. I have over thirty years experience in the telecommunications industry. During
that period, I worked for Southern Bell Telephone Company, AT&T
Corporation, and different affiliates within BellSouth Corporation. I attended
the University of Florida where I earned a Bachelor of Science in Electrical
Engineering Degree in 1970 and obtained a Master of Electrical Engineering
Degree in 1971. I was awarded a Master of Business Administration Degree
from Georgia State University in 1980. Upon graduation from the University
of Florida I began employment with Southern Bell as an Equipment Engineer.

1 I have held various positions in Pricing, Marketing and Product Management.
2 I was promoted to Director of Business Development & Planning for
3 BellSouth BSE, Inc., ("BSE") in 1998, and joined BSLD in 1999 as Director-
4 Business Implementation and Compliance supporting the Complex Business
5 and Wholesale services markets, including services offered by both BSLD and
6 BSE.

7

8 Q. ARE ALL STATEMENTS IN BSLD'S PRE-FILED TESTIMONY TRUE
9 AND CORRECT TO THE BEST OF YOUR KNOWLEDGE,
10 INFORMATION AND BELIEF?

11

12 A. Yes.

13

14 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

15

16 A. The purpose of my testimony is to provide an overview of
17 BSLD, describe the local exchange services it seeks to offer in Tennessee and
18 to demonstrate that BSLD has the technical, managerial and financial
19 capability to provide local exchange telecommunications services in
20 Tennessee.

21

22 Q. PLEASE DESCRIBE THE CURRENT CORPORATE STRUCTURE OF
23 BSLD.

24

1 A. BellSouth Long Distance, Inc. is a wholly owned subsidiary of BellSouth
2 Corporation ("BellSouth"), a Delaware corporation whose stock is publicly
3 traded on the New York Stock Exchange and on the Boston, Chicago, Pacific
4 and Philadelphia exchanges in the United States and London, Frankfurt,
5 Amsterdam and Swiss exchanges abroad. BSLD is a corporation organized
6 under the laws of the State of Delaware, was incorporated on March 13, 1996,
7 and was granted a Certificate of Authority to transact business as a foreign
8 corporation in the State of Tennessee in 1996.

9 .

10 Q. DOES BSLD POSSESS THE REQUISITE MANAGERIAL, FINANCIAL,
11 AND TECHNICAL ABILITIES TO PROVIDE THE SERVICES FOR
12 WHICH IT HAS APPLIED FOR AUTHORITY?

13

14 A. The operations of BSLD in its capacity as a CLEC will be directed by its
15 senior management and will be assisted by a professional technical and
16 operations staff. These persons will also have both marketing and operations
17 responsibility for the Company. Descriptions of the backgrounds of the
18 Company's senior management are included in the application as Exhibit E.
19 BSLD and its affiliates have extensive experience in the provision of
20 telecommunications services throughout the United States and abroad.

21 For example, as of June 30, 2003, BellSouth Long Distance, Inc. had over 2.8
22 million long distance customers. BSLD's sister Company, BellSouth BSE, Inc.
23 ("BSE"), provides complex data services, the same type of service BSLD
24 intends to provide in Tennessee, to over 4,000 large business customers
25 throughout the Southeastern United States. BSLD is an affiliate of BellSouth

1 Corporation ("BellSouth") and as such will rely upon the financial
2 qualifications of its parent, BellSouth. BellSouth's 2002 Form 10-K for Fiscal
3 Year ending December 31, 2002, which describes BellSouth's worldwide
4 operations in detail and demonstrates BellSouth's financial, managerial and
5 technical qualifications, is also included in the application as Exhibit F.

6
7 Q. PLEASE DESCRIBE BSLD'S FINANCIAL QUALIFICATIONS

8
9 A. In support of its financial qualifications, BSLD submits, Exhibit F of its
10 application, the year-end 2002 SEC 10-K Annual Report of its parent
11 company. The 2002 10-K Annual Report summarizes the recent financial
12 performance of the parent company, including the results of BSLD.

13 BellSouth Corporation is a diversified telecommunications company, serving
14 more than XXX million customers. BellSouth's principal lines of business are
15 local communications, long distance and data transmission. BellSouth's other
16 lines of business include cellular, paging, and video.

17
18 Q. Please describe BSLD's managerial and technical qualifications.

19
20 A. BSLD has the managerial expertise to successfully operate a
21 telecommunications enterprise in Tennessee. BSLD's management team has
22 extensive management and business experience in telecommunications as
23 identified in the biographical information included with this application as
24 Exhibit E.

1 Q. WHAT SERVICES WILL BSLD OFFER?

2

3 A. In addition to long distance services it already provides in Tennessee, BSLD
4 expects to offer a variety of local services, primarily to business customers in
5 Tennessee with an emphasis on complex data services, such as frame relay
6 service. BSLD may also offer basic local services to residential and business
7 customers in Tennessee in the future.

8

9 Q. DOES BSLD PLAN TO OFFER LOCAL EXCHANGE
10 TELECOMMUNICATIONS SERVICES IN AREAS SERVED BY ANY
11 INCUMBENT LOCAL EXCHANGE TELEPHONE COMPANY WITH
12 FEWER THAN 100,000 TOTAL ACCESS LINES?
13

14 A. While the Company seeks state wide certification in the state of Tennessee,
15 BSLD has no plans to offer local exchange telecommunications services in
16 areas served by any incumbent local exchange telephone company with fewer
17 than 100,000 access lines.

18

19 Q. WILL THE GRANTING OF A CERTIFICATE OF CONVENIENCE AND
20 NECESSITY TO BSLD SERVE THE PUBLIC INTEREST?

21

22 A. Granting BSLD a Certificate of Convenience and Necessity will further the
23 goals of the Tennessee General Assembly and further the public interest by
24 expanding the availability of competitive telecommunications services in the
25 State of Tennessee. In addition, BSLD's intrastate offering of these intrastate

1 services is in the public interest because it will offer customers an additional
2 choice of innovative and high quality services. Thus, authorizing BSLD to
3 provide local exchange telecommunications services will enhance materially
4 the telecommunications infrastructure in the State of Tennessee and will
5 facilitate economic development.

6 In particular, the public will benefit both directly, through the use of the
7 competitive services to be offered by BSLD and indirectly, because BSLD's
8 presence in Tennessee will increase the incentives for other
9 telecommunications providers to operate more efficiently, offer more
10 innovative services, reduce their prices, and improve their quality of service.

11

12

13 Q. DOES BSLD INTEND TO COMPLY WITH ALL TRA RULES, STATUTES,
14 AND ORDERS PERTAINING TO THE PROVISION OF
15 TELECOMMUNICATIONS SERVICES IN TENNESSEE, INCLUDING
16 THOSE FOR DISCONNECTION AND RECONNECTION OF SERVICE?

17

18 A. Yes

19

20 Q. HAS ANY STATE EVER DENIED BSLD AUTHORIZATION TO
21 PROVIDE INTRASTATE SERVICE?

22

23 A. No

24 Q. HAS ANY STATE EVER REVOKED THE CERTIFICATION OF BSLD

25 A. No

1

2 Q. HAS BSLD EVER BEEN INVESTIGATED OR SANCTIONED BY ANY
3 REGULATORY AUTHORITY FOR SERVICE OR BILLING
4 IRREGULARITIES?

5

6 A. No

7

8 Q. PLEASE EXPLAIN IN DETAIL BSLD'S PROPOSED PROCEDURES FOR
9 RESPONDING TO INFORMATION REQUESTS FROM THE TRA AND
10 ITS STAFF.

11

12 A. BSLD will respond to any and all information requests received by it
13 From the TRA and its Staff as expeditiously as possible. Information requests
14 can be mailed, e-mailed or Faxed to the attention of:

15 Mary Jean Dennis

16 Director-Business Implementation & Compliance

17 400 Perimeter Center Terrace, Suite 350

18 Atlanta, Georgia 30346

19 (770) 352-3077

20 (678) 443-3470 (FAX)

21 mary.dennis@bellsouth.com (e-mail)

22

23 Q. The Authority has previously raised concerns about an affiliate of
24 BellSouth Telecommunications, Inc. ("BST"), being granted a CLEC
25 certificate. How does BSLD's Application address this concern?

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A. Because BSLD is a Section 272 Separate Affiliate as that term is used in the Telecommunications Act of 1996 (“Act”), all of the separate affiliate requirements of that Section of the Act will apply to BSLD and its role as a CLEC as well as a long distance carrier. These safeguards will satisfy any concerns the Authority may have in this area.

Q. DO YOU HAVE ANY CONCLUDING REMARKS?

A. BSLD has demonstrated that it has the technical and financial capability to provide local exchange services in Tennessee. BSLD respectfully requests that the TRA enter an order expanding its Certificate of Convenience and Necessity to allow it to operate as a competing telecommunications service provider with authority to provide a full range of local exchange services on a facilities-based and resale basis throughout the State of Tennessee in the service areas of BellSouth, Sprint-United, Citizens and any other ILEC that does not enjoy a rural exemption under Section 251(f) of the Telecommunications Act of 1996. As has already occurred in other states, the TRA should apply the same standard for certification to BSLD as it has for the numerous other CLECs already approved in Tennessee. The laws of the state of Tennessee, the Federal Telecommunication Act of 1996, and the FCC encourage the type of new and innovative competitive services that BSLD will provide and contain adequate safeguards to insure against any potential harm to competition or to customers that could occur.

1 Grant of this Application would promote the public interest by providing high
2 quality services at competitive prices, facilitate economic development and
3 significantly expand the service options available to Tennessee citizens.
4 Therefore, I respectfully request that the Commission approve BSLD's
5 Application for CLEC certification.

6

7 Q. DOES THIS CONCLUDE YUR TESTIMONY?

8

9 A. Yes

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Exhibit L**FCC/PSC COMPLAINTS-BSLD****January-May 2003****FCC Complaint Breakout**

Billing Format	1
Customer Suggestion	1
Marketing	1
Rates/Billing	1
Service Area	1
SLAM (Invalid)	1
Toll Call Dispute	2
Total	8

PSC Complaint Breakout

800 Service	1
Balance Dispute/Explain Bill	3
Calling Plan	5
Customer Suggestion/Info	5
Directions Unclear/Ease of Use	1
Employee Conduct/Attitude	1
Escalate Installation	1
Failure to Met Customer Request	4
Inaccurate/Incomplete Instructions	6
Information Request	1
Service Order issued	2
Service Order Problems	1
SLAM-Valid	7
SLAM-Invalid	9
Telemarketing Center	1
Toll block	1
Toll Call Dispute	10
Total	59

May-December 2002**FCC Complaint Breakout**

International Rates-Calling Card	1
Total	1

PSC Complaint Breakout

Information Request	2
BSLD not Available to CLEC Cust	1
Total	3

NOTE: All customer complaints have been resolved to the satisfaction of the specific State or Federal regulatory agency.

BELLSOUTH LONG DISTANCE, INC.

ADVANCED DATA SERVICES TARIFF

This tariff contains the regulations, rates and charges applicable to the provision of local and interexchange advanced data services by BellSouth Long Distance, Inc. for the use of Customers transmitting messages within the State of Tennessee, subject to the jurisdiction of the Tennessee Regulatory Authority ("Authority").

This tariff is available for public inspection during normal business hours at the main office of BellSouth Long Distance, Inc., located at 400 Perimeter Center Terrace, Suite 400, Atlanta, Georgia 30346.

All marks, ®, SM, TM, contained in this Tariff are owned by BellSouth Intellectual Property Corporation.

CHECK SHEET

The pages of this tariff as listed below are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

Page	Revision		Page	Revision		Page	Revision
1	Original	*	21	Original	*	41	Original
2	Original	*	22	Original	*	42	Original
3	Original	*	23	Original	*	43	Original
4	Original	*	24	Original	*	44	Original
5	Original	*	25	Original	*	45	Original
6	Original	*	26	Original	*	46	Original
7	Original	*	27	Original	*	47	Original
8	Original	*	28	Original	*	48	Original
9	Original	*	29	Original	*	49	Original
10	Original	*	30	Original	*	50	Original
11	Original	*	31	Original	*	51	Original
12	Original	*	32	Original	*	52	Original
13	Original	*	33	Original	*	53	Original
14	Original	*	34	Original	*	54	Original
15	Original	*	35	Original	*	55	Original
16	Original	*	36	Original	*	56	Original
17	Original	*	37	Original	*	57	Original
18	Original	*	38	Original	*	58	Original
19	Original	*	39	Original	*	59	Original
20	Original	*	40	Original	*	60	Original

* Indicates pages included with this transmittal.

CHECK SHEET, (CONT'D.)

Page	Revision		Page	Revision		Page	Revision	
61	Original	*	68	Original	*	75	Original	*
62	Original	*	69	Original	*	76	Original	*
63	Original	*	70	Original	*	77	Original	*
64	Original	*	71	Original	*	78	Original	*
65	Original	*	72	Original	*	79	Original	*
66	Original	*	73	Original	*	80	Original	*
67	Original	*	74	Original	*	81	Original	*

* Indicates pages included with this transmittal.

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Section 1 - Definition of Terms and Abbreviations	7
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TARIFF FORMAT

- (A) **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added.
- (B) **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Authority. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of the various suspension periods and deferrals the Authority follows in its tariff approval process, the most current page number on file with the Authority is not always the tariff page in effect. Consult the check sheet for the page currently in effect.
- (C) **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1.A
 - 2.1.1.A.1
 - 2.1.1.A.1.(a)
 - 2.1.1.A.1.(a).I
 - 2.1.1.A.1.(a).I.(i)
 - 2.1.1.A.1.(a).I.(i).(1)
- (D) **Check Sheets** - When a tariff filing is made with the Authority an updated check sheet accompanies the filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There shall be no other symbols used on this page if these are the only changes made to it. The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Authority.

EXPLANATION OF SYMBOLS

Changes to this tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

- (D) To signify a discontinued rate or regulation.
- (I) To signify an increase in rate or charge.
- (M) To signify material relocated from one page to another without change.
- (N) To signify a new rate or regulation.
- (O) To signify an obsoleted service, rate or regulation.
- (R) To signify a reduced rate or charge.
- (T) To signify a change or regulation but no change in rate or charge.

SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS

Access Line - A facility arrangement which connects Customer's or Authorized User's location to the Company's network switching center.

Authorized User - A person, firm, corporation or other entity which is authorized by the Customer to use the Company's Service under the terms and regulations of this tariff.

BellSouth Long Distance - BellSouth Long Distance, Inc.

Business Customer - For the purposes of this tariff, a Business Customer is a Customer of the Company whose primary use of the Company's Service is for business purposes. A Business Customer is also a Customer who accesses the Company's Service using a presubscribed Access Line that has been assigned a business class of service by the local service provider.

Carrier - BellSouth Long Distance, Inc.

Company - BellSouth Long Distance, Inc.

Customer - The natural person or legal entity which orders Service and is therefore responsible for the payment of charges due as a result of using the Service and for compliance with the Company's tariff. The Customer may be a certified reseller of telecommunications services who, under the terms of a Service Agreement, orders or uses Service and is therefore responsible for the payment of charges due and for compliance with the Company's tariff regulations.

Dedicated Access - A method of reaching the Company's Services whereby the Subscriber is connected directly to the Company's access point without utilizing the services of the local switched network.

SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS, (CONT'D.)

LATA - A geographic area existing on February 8, 1996, as previously established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, or established by a Bell operating company after February 8, 1996, and approved by the FCC.

Premises - A building or buildings on contiguous property.

Service - Any or all Service(s) provided by Company to Customer(s) pursuant to this tariff.

Service Area - The geographic area in which the Customer may access and use Service.

Special Access - See Dedicated Access.

Subscriber - The person, firm, Customer, corporation or other entity that arranges for the Company to provide, discontinue or rearrange telecommunications Services on behalf of itself or others under the provisions and terms of this tariff.

TRA - The Tennessee Regulatory Authority.

SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

Service is offered to Business Customers of the Company to provide advanced data services originating and terminating within the State of Tennessee. The Company does not undertake to transmit messages but furnishes the use of its facilities to its Customers for communications. All Services are provided subject to the terms and conditions set forth in this tariff. In the event of a conflict between a contract entered into by the Company and this tariff, the terms of this tariff shall prevail.

The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

SECTION 2 - REGULATIONS, (CONT'D.)

2.2 Limitations on Service

- 2.2.1** Service is offered subject to the availability of the necessary facilities and subject to the provisions of this tariff.
- 2.2.2** Company reserves the right to discontinue furnishing Service, or to limit the use of Service, when necessitated by conditions beyond its control, when Customer or an Authorized User is using Service in violation of the law or in violation of the provisions of this tariff, or for non-payment by Customer.
- 2.2.3** Service provided under this tariff is directly controlled by Company, and Customer may not transfer or assign the use of Service, except with the prior written consent of Company. Such transfer or assignment shall only apply where there is no interruption in the use or location of Service, and all regulations and conditions contained in this tariff, as well as all conditions for Service, shall apply to all such permitted assignees or transferees.
- 2.2.4** Customer may, where applicable, request Company to assign one or more sub-accounts for billing purposes and to direct sub-account invoices to affiliates of Customer or other designated entities for payment purposes. Such requests shall not affect the liability of Customer, who shall remain solely liable to Company for payment of all invoices for Service requested and obtained by Customer, whether invoiced by Company to Customer, its affiliates, or other designated entities.
- 2.2.5** Service may not be used for any unlawful purpose.
- 2.2.6** Intrastate voice services are provided only in conjunction with interstate Services.

SECTION 2 - REGULATIONS, (CONT'D.)

2.3 Limitations on Liabilities

- 2.3.1** Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these Services, or (2) the failure to furnish its Service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.14.
- 2.3.2** Except for the extension of allowances to the Customer for interruptions in Service as set forth in this tariff, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any Service or any failure in or breakdown of facilities associated with the Service.
- 2.3.3** The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

SECTION 2 - REGULATIONS, (CONT'D.)

2.3 Limitations on Liabilities, (Cont'd.)

2.3.4 The Company shall not be liable for any claims for loss or damages involving:

- (A) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with Services provided by the Company; or (c) common carriers or warehousemen;
- (B) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars, acts of terrorism or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
- (C) Any unlawful or unauthorized use of the Company's Services;
- (D) Libel, slander, invasion of privacy or infringement of trademarks, patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company provided facilities or Services; or by means of the combination of Company provided facilities or Services with Customer provided services;
- (E) Breach in the privacy or security of communications transmitted over the Company's Service;

SECTION 2 - REGULATIONS, (CONT'D.)

2.3 Limitations on Liabilities, (Cont'd.)

2.3.4 (continued)

- (F) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph 2.3.1 of this Subsection;
- (G) Defacement of or damage to Customer premises resulting from the furnishing of Services or equipment on such premises or the installation or removal thereof;
- (H) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities.

SECTION 2 - REGULATIONS, (CONT'D.)

2.3 Limitations on Liabilities, (Cont'd.)

2.3.5 The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or Service provided by the Company.

2.3.6 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities of the Service.

SECTION 2 - REGULATIONS, (CONT'D.)**2.4 Cancellation or Discontinuance of Service by the Company**

Without incurring any liability, the Company may, under the following conditions, cancel Service prior to commencement and/or discontinue Service that is being furnished for the following reasons; provided that, unless otherwise stated, Customer shall be given proper notice of such cancellation or discontinuance of Service:

- 2.4.1** Without notice, for noncompliance with or violation of any applicable State, municipal or Federal law, ordinance or regulation or noncompliance with or violation of any Authority regulation, provided that notice may be required by order of such regulatory authorities.
- 2.4.2** For Customer's or Authorized User's refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company.
- 2.4.3** For noncompliance with any of the provisions of this tariff governing Service.
- 2.4.4** For nonpayment of any sum due the Company for more than thirty (30) days after delivery of an invoice to the custody of the U.S. Mail or other standard delivery service.
- 2.4.5** Without notice, in the event of Customer's or Authorized User's use of equipment in such a manner as to adversely affect the Company's equipment or Service to others.
- 2.4.6** Without notice, in the event of unauthorized or fraudulent use of Service. Whenever Service is discontinued for unauthorized use of Service, the Company may, before restoring Service, require Customer to make, at its own expense, all changes in facilities or equipment necessary to eliminate unauthorized use and to pay to the Company an amount reasonably estimated by the Company as the loss in revenues to the Company resulting from such unauthorized use plus claims lodged against the Company by third parties.
- 2.4.7** Without notice, by reason of any order or decision of a court or other government authority having jurisdiction that prohibits the Company from furnishing Service to Customer or its Authorized Users.

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Cancellation or Termination of Service by Customer

2.5.1 Service shall be canceled by Company promptly upon receipt of a cancellation request from Customer. Upon cancellation a final bill will be prepared, as per the specifications set forth in this tariff. The Customer shall be liable for all recurring charges prior to proper notice if a change in presubscribed carrier is initiated by the Customer.

2.5.2 Cancellation by Customer - Prior to Commencement of Service

(A) For Services Other than Packet Service Line and Frame Relay Service:

No charge applies when the applicant cancels an application for service prior to the start of installation or special construction.

When an applicant cancels an application for service after the start of installation or special construction, the applicant shall pay a cancellation fee which is the lesser of 1) the costs incurred by the Carrier, or 2) the charge for the minimum period of the service ordered, plus applicable installation charges.

Customers are responsible for all charges, including fixed fees, which accrue up to the cancellation date.

(B) For Frame Relay Service and Packet Service Line:

If applicant orders service from Carrier and then cancels the service request prior to the service commencement date or start of service, Carrier may assess a charge to the Customer as described below:

SECTION 2 - REGULATIONS, (CONT'D.)**2.5 Cancellation or Termination of Service by Customer, (Cont'd.)****2.5.2 Cancellation by Customer - Prior to Commencement of Service, (cont'd.)****(B) For Frame Relay Service and Packet Service Line, (cont'd):**

These cancellation charges vary based upon the facility bandwidth ordered and/or whether a Local Service Request has been placed with the appropriate Local Exchange Company (LEC). Pre-LSR is defined as the period before the Carrier places a service request with the LEC. Post-LSR is defined as the period after the Carrier places a service request with the LEC.

Cancellation charges will be as follows:

	DS-0 Level	DS-1 Level	DS-3 Level
	<u>PSL/Port</u>	<u>PSL/Port</u>	<u>PSL/Port</u>
Pre-LSR	\$450.00	\$500.00	\$1,125.00
Post-LSR	\$900.00	\$1,000.00	\$2,250.00

2.6 Restoration of Service

The use and restoration of Service shall in all cases be in accordance with the priority system specified in Part 64, Subpart D, of the Rules and Regulations of the Federal Communications Commission.

SECTION 2 - REGULATIONS, (CONT'D.)**2.7 Payment and Billing**

- 2.7.1** Service is provided and billed by the Company on a monthly basis. Usage sensitive charges are billed in arrears and fixed monthly recurring charges, if any, are billed one month in advance. The Customer shall pay monthly in advance or on demand all monthly recurring charges for Service and shall pay on demand all charges for usage at any agency duly authorized to receive such payments.
- 2.7.2** Bills are due and payable upon receipt. Interest at the lesser of a rate of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, shall be charged on any amount remaining unpaid, including late payment charges, at the time the next bill is prepared.
- 2.7.3** Should service be suspended for nonpayment of charges, it will be restored when appropriate payments are made.
- 2.7.4** When service has been disconnected for nonpayment, the service agreement is considered to have been terminated. Reestablishment of service may be made only upon the execution of a new service agreement which is subject to the provisions of this tariff.
- 2.7.5** In its discretion, the Company may restore or re-establish service which has been suspended or disconnected for nonpayment of charges, prior to payment of all charges due. Such restoration or reestablishment shall not be construed as a waiver of any rights to suspend or disconnect service for nonpayment of any such or other charges due and unpaid or for the violation of the provisions of this tariff; nor shall the failure to suspend or disconnect service for nonpayment of any past due account or accounts operate as a waiver or estoppel to suspend or disconnect service for nonpayment of such account or of any other past due account.

SECTION 2 - REGULATIONS, (CONT'D.)

2.7 Payment and Billing, (Cont'd.)

2.7.6 The Company may demand immediate payment under the following circumstances:

- (A) Where Service is terminated or abandoned.
- (B) Where actual usage is two times greater than the Customer's average usage as reflected on the monthly bills for the three months prior to the current bill or, in the case of a new Customer who has been receiving Service for less than four months, where the actual usage is twice the estimated monthly usage charge.
- (C) Where the Company has reason to believe that a Business Customer is about to go out of business or that bankruptcy is imminent for that Customer.

2.7.7 A charge consistent with state law will apply whenever a check, draft, or electronic funds transfer presented for payment for service is not accepted by the institution on which it is written.

2.7.9 If notice from Customer of a dispute as to charges is not received in writing by the Company within thirty (30) days after delivery of an invoice to the custody of the U.S. Mail or other standard delivery service, the billing will be considered correct and binding.

SECTION 2 - REGULATIONS, (CONT'D.)**2.8 Deposits**

- 2.8.1** Each applicant for Service will be required to establish credit. Any applicant whose credit has not been duly established and acceptable to the Company may be required at the time of application to make a deposit to be held as a guarantee of payment of charges. In addition, an existing Customer may be required to make a deposit or increase a deposit presently held.
- 2.8.2** A deposit is not to exceed one month's Service and the estimated usage charges for two (2) month's service plus installation. A Deposit will be returned as follows:
- (A)** When an application for service has been canceled prior to the establishment of Service. The deposit will be applied to any charges applicable in accordance with this tariff and the excess portion of the deposit, if any, will be returned.
 - (B)** Upon termination of Service, the deposit and accrued interest, as described herein, will be applied to any charges applicable in accordance with this tariff and the excess portion of the deposit, if any, will be returned promptly.
- 2.8.3** The Company will pay interest on deposits pursuant to the rules and regulations of the State of Tennessee.
- 2.8.4** The fact that a deposit has been made in no way relieves the applicant or Customer from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of the Company providing for the discontinuance of Service for nonpayment of any sums due for Service rendered.

SECTION 2 - REGULATIONS, (CONT'D.)**2.9 Advance Payments**

In order to protect the Company against revenue loss, an applicant for Service may be required to pay in advance of installation an amount not to exceed applicable service charges or other nonrecurring charges, plus estimated charges for one month of Service. Where special construction charges are applicable the payment thereof may be required in advance of start of construction. The amount of advance payment will be credited to the Customer's account on the first bill rendered for Service, and a new advance payment may be collected each month to be applied to each subsequent bill for Service.

2.10 Taxes

Any assessments, franchise fees, privilege, license, occupation, excise, or other similar taxes or fees, whether in lump sum or at a flat rate, or based on receipts, or based on poles, wire or other utility property units, imposed upon the Company by any governmental authority shall be added pro rata, insofar as practical, in amounts which in the aggregate for the Company's Customers of any political entity shall be equal to the amount of any such tax upon the Company. The Company shall, so long as any such tax or fee is in effect, add to the bills of the Customers in such political entity pro rata on the basis of the revenue derived by Company from each such Customer, an amount sufficient to recover any such tax or fee.

SECTION 2 - REGULATIONS, (CONT'D.)**2.11 Terminal Equipment**

Service may be used with or terminated in terminal equipment or communications systems, such as a PBX or key telephone system, provided by Customer or its Authorized User. Such terminal equipment or communications systems shall be furnished by and maintained at the expense of Customer or its Authorized User, except as otherwise provided. Customer or its Authorized User is also responsible for all costs at its premises incurred in the use of Service, including but not limited to equipment, wiring, electrical power, and personnel. When such terminal equipment or communications systems are used, they shall in all respects comply with the generally accepted minimum protective standards of the telecommunications industry as endorsed by the Federal Communications Commission.

2.12 Interconnection

Service furnished by the Company to Customer or its Authorized Users may be connected with the services or facilities of other carriers. Customer is responsible for all charges billed by other carriers in connection with the use of Service. Any special equipment or facilities necessary to achieve compatibility between carriers are the sole responsibility of Customer.

SECTION 2 - REGULATIONS, (CONT'D.)

2.13 Inspection, Testing and Adjustment

- 2.13.1** The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether tariff requirements are being complied with in the installation, operation, and maintenance of Customer's, Authorized User's, or the Company's equipment. The Company may, without notice, interrupt Service at any time, as necessary, because of a departure from any of these requirements and may continue such interruption until its requirements have been satisfied.
- 2.13.2** Upon reasonable notice, the facilities provided by the Company shall be made available to the Company by Customer or its Authorized Users for such tests and adjustments as may be necessary for their maintenance to a condition satisfactory to the Company.
- 2.13.3** The Company shall not be liable to Customer or its Authorized Users for any damages for Service interruption pursuant to this Section. Neither Customer nor its Authorized Users shall be entitled to any credit for interruption of Service pursuant to this Section when the interruption of Service is less than two (2) hours.

SECTION 2 - REGULATIONS, (CONT'D.)**2.14 Interruption of Service**

- 2.14.1** Customer shall be given a credit allowance for any interruption of Service which is not due to (a) Company's inspection, testing or adjustment, if for a period of two (2) hours or less; (b) mistakes or errors of Customer or its Authorized Users; or (c) the failure of facilities or equipment provided by Customer or its Authorized Users.
- 2.14.2** Credit allowances shall be subject to the general liability provisions set forth in Section 2.3 herein. It shall be the obligation of Customer to notify Company immediately of any interruption of Service for which a credit allowance is desired. Before giving such notice, Customer shall ascertain that the trouble is not being caused by action or omission of Customer or its Authorized Users, or is not in facilities or equipment, if any, furnished by Customer or Authorized User and connected to Company's Services.
- 2.14.3** For the purposes of credit computation, every month shall be considered to have seven hundred twenty (720) hours. No credit shall be allowed for any interruption of Service of a continuous duration of less than two (2) hours.
- 2.14.4** Customer shall be credited for an interruption of Service of two (2) hours or more at the rate of 1/720th of the monthly non-usage sensitive charges for the Service affected for each hour or major fraction thereof that the interruption continues. The formula for calculating credit shall be as follows:

$$\text{Credit} = \frac{A}{720} \times B$$

"A" = Outage time in hours

"B" = Total monthly fixed, non-usage sensitive charge for affected facility.

SECTION 2 - REGULATIONS, (CONT'D.)**2.15 Adjustment to Rates and Charges**

BellSouth Long Distance may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Such charges, if applicable, are described in this section of the Tariff.

2.16 Trade Names, Trademarks, Service Marks and Registered Marks

Neither the Customer nor the Company shall use the other's trade names, trademarks or service marks ("Marks") without the prior written approval of the other party. Neither shall they display or use the other's Marks, nor permit the same to be displayed or used by third parties. Nothing in this tariff creates in a party rights in the Marks of the other.

SECTION 3 - GENERAL DESCRIPTION OF SERVICE**3.1 Service Descriptions**

The Company provides telecommunications Services between locations within the State of Tennessee as specified in Section 2.1 of this tariff. The Company's Service charges may be based upon service type, call duration, time of day rate period, mileage, and/or call type.

The Company's Service is available twenty-four hours per day, seven days a week.

3.2 Calculation of Distance

For mileage sensitive services, the distance between originating and terminating points of a private line facility are determined using vertical ("V") and horizontal ("H") coordinates for the serving wire center(s) or BellSouth Long Distance access point(s) associated with the facility. For purposes of determining the airline mileage of a call the Company references the V and H coordinates as found in Telcordia's V&H Tape and NECA FCC Tariff No. 4. The use of coordinates for wire centers versus access points and the method for calculating actual distances varies based on the type of service and the form of access used to reach the BellSouth Long Distance network.

For non-switched private line services, mileage measurements are based on the distance in airline miles between BellSouth Long Distance access points associated with each end of the circuit. Distance measurements are determined using the mileage calculation method shown in section 3.2.1

SECTION 3 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)**3.2 Calculation of Distance (Continued)****3.2.1 Calculation Method for Private Line Services**

The following steps describe the procedure for calculating mileage distances for private line services:

Step 1: Obtain the "V" and "H" coordinates for the Company access points serving the originating and terminating locations.

Step 2: Obtain the difference between the "V" coordinates. Obtain the Difference between the "H" coordinates. The difference is always obtained by subtracting the smaller coordinate from the larger coordinate.

Step 3: Square the differences obtained in Step 2.

Step 4: Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5: Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the wire centers and/or access points.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

SECTION 3 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)

3.3 Frame Relay Service

3.3.1 General

- (A) Frame Relay service is a connection-oriented data transport service based on packet switching technology.
- (B) Frame Relay service provides flexible connectivity using Permanent Virtual Circuits (PVCs) implemented over digital facilities operating at transmission speeds of 56 Kbps, 64 Kbps, 1.536 Mbps, or 44.210 Mbps.
- (C) Frame Relay service, as provided for in this Tariff section, is offered for intraLATA use only.
- (D) The regulations and rates specified herein are in addition to the applicable regulations and rates specified in other sections of this Tariff of the Company.
- (E) The rates and charges set forth for Frame Relay service provide for the furnishing of service where suitable facilities are available.
- (F) Suspension of service is not allowed.
- (G) The minimum service period is one month.

SECTION 3 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)**3.3 Frame Relay Service (Cont'd.)****3.3.2 Explanation of Terms****(A) Customer Connection to Frame Relay Service**

The Customer Connection (or Port) provides the Customer with the standard interface to the Frame Relay service network. This interface receives the data frame from the Customer's network or device and verifies that the DLCI is valid before relaying the frame to the destination. Included in the Customer Connection are the Customer's termination on the Frame Relay service switching equipment, the transport from the Serving Area Point to the switching equipment, and the first DLCI. These interfaces connect the Frame Relay service network with digital facilities operating at transmission speeds of 56 Kbps, 64 Kbps, 1.536 Mbps, or 44.210 Mbps.

(B) Frame Relay Service Network Serving Area

Certain serving wire centers are designated Serving Area Points. A Frame Relay Service Network Serving Area is comprised of all the Serving Area Points in a geographic area.

(C) Permanent Virtual Circuit (PVC)

A software defined data path transporting data within the Frame Relay service network between two Customer Connections. This data path, once defined in the network software, does not have to be established again. PVCs are end-to-end, bi-directional channels that are established via the service provisioning process.

(D) Data Link Connection Identifier (DLCI)

The Frame Relay standard specifies an address field called the Data Link Connection Identifier. The DLCI specifies a connection. A PVC is created when any two DLCI's are mapped together.

SECTION 3 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)**3.3 Frame Relay Service, (Cont'd.)****3.3.2 Explanation of Terms, (cont'd.)****(E) Committed Information Rate (CIR)**

Committed Information Rate is a feature that enables the Customer to select a sustained throughput under normal conditions. A CIR must be selected for each DLCI. Frames submitted at a rate above the subscribed CIR will be marked "discard eligible" (DE) and should network congestion occur, are subject to being dropped by the network. If CIR is set equal to zero, then all frames will be marked DE. However, in the absence of network congestion, DE marked frames will be transported with the same reliability as frames not marked DE within a single, Company Frame Relay Switch. The CIR value selected cannot exceed the minimum transmission speed of the link at either end of the PVC.

(F) Serving Area Point (SAP)

A Company serving wire center that is designated as a member of the Frame Relay Service Network Serving Area. (See the definition of Frame Relay Service Network Serving Area preceding.)

SECTION 3 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)**3.3 Frame Relay Service, (Cont'd.)****3.3.3 Obligations of Customer**

- (A) The Customer is responsible for the provision and maintenance of all Customer Provided Equipment (CPE) and to ensure that the operating characteristics of this equipment are compatible with and do not interfere with the service offered by the Company.
- (B) The maximum number of DLCIs per Customer Connection is subject to the characteristics of the Customer's data traffic. Thus, the number of DLCIs per Customer Connection must be negotiated between the Customer and the Company at the establishment of the Customer Connection and subsequent to the establishment should the traffic characteristics change. A maximum of 250 DLCIs may be established across a single Customer Connection.

3.3.4 Responsibility of the Company

- (A) The Company is not responsible for the installation, operation, or maintenance of any equipment provided by the Customer.
- (B) In order to maintain the quality of Frame Relay service, the Company reserves the right to perform preventive maintenance or software updates to the network. This could result in Frame Relay service being unavailable during the time period between 2:00 A.M. and 4:00 A.M. Eastern Time on any given Wednesday or Sunday morning. However, the Company only expects to utilize this maintenance window for any given switch on the average of once a quarter. This maintenance window may be adjusted by the Company as deemed necessary to maintain the quality of the service.

SECTION 3 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)

3.3 Frame Relay Service, (Cont'd.)

3.3.5 Provision of Service

- (A) Certain Company serving wire centers are designated by the Company as Serving Area Points (SAPs) for the Frame Relay service Network Serving Area. A Customer accessing the Frame Relay service network via a Packet Service Line and whose serving wire center is designated as a SAP, will only require a Packet Service Line as described in 3.4 of this Tariff. A Frame Relay Service Customer who accesses the Frame Relay service network via a Packet Service Line and whose serving wire center is not designated as a SAP, will require a Packet Service Line to the serving wire center, as well as, a Packet Service Line Extension (also described in 3.4) to gain access to the closest designated SAP.
- (B) The Customer Connection rate element includes the Customer's transport from a Serving Area Point to the Frame Relay Service switching equipment and the Customer's termination on the Frame Relay Service switching equipment.

SECTION 3 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)**3.3 Frame Relay Service, (Cont'd.)****3.3.5 Provision of Service, (cont'd.)**

- (C) Should a Customer having locations in more than one Frame Relay Network Serving Area within a LATA, desire to send data traffic between these locations, the Customer can interconnect these locations through the following two options:

(1) **Dedicated Connection:**

The Customer subscribes to additional Customer Connections (or Ports) in each Network Serving Area which are enabled to support inter-serving area connectivity and Packet Service Line Extensions to connect them. These additional rate elements will be used solely to transport this Customer's data traffic between affected Frame Relay Network Serving Areas. Feature Charges apply for CIRs associated with PVCs through each connection.

(2) **Shared Connection:**

The Company may establish facilities between Frame Relay Service switching equipment in different Network Serving Areas in the same LATA and may allow Customers to share bandwidth on these facilities; where these shared facilities are available to Customers, a shared connection is an option. The Customer must establish one or more Inter-Network Serving Area Links that extend between Frame Relay switches. Each of these links has an associated CIR. One PVC exists between both Customer premises through each link. All CIRs on this PVC must have the same value. Charges for the Inter-Network Serving Area Link are applied as follows:

- the Inter-Network Serving Area Link Establishment is charged at each end of the link,
- the Inter-Network Serving Area Link CIR is charged at each end of the link.

SECTION 3 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)**3.3 Frame Relay Service, (Cont'd.)****3.3.6 Rates and Charges**

Rates and charges for Frame Relay Service are contained in Section 4.2 of the Tariff and consist of the following elements:

- (i) Customer Connection (or Port) to Frame Relay Service
- (ii) Frame Relay Service Features
- (iii) Inter-Network Serving Area Links

Frame Relay service provide by the Company is available in two price plans: the Stand Alone price plan and the Integrated Package price plan. "Stand-Alone" pricing will be applied to Customers who purchase Frame Relay service without a BellSouth® Business Class Family of Services contract. "Integrated Package" pricing will be applied to Customers who purchase Frame Relay service in conjunction with a BellSouth® Business Class Family of Services contract.

(A) Stand-Alone Price Plan

Service is offered on a month to month basis. In addition, the Customer may elect to contract for service under Payment Plan No. 1 as described in Section 6.3 of this Tariff. Available payment options and service periods are as follows:

- (1) Payment Option A - The Customer may select a service period of either 1 year (12 full months) or 2 years (24 full months).
- (2) Payment Option B - A service period of 3 years (36 full months) applies.

Upon expiration of the contracted service period or Payment Option, Stand-Alone price plan Customers may elect to extend their existing service periods an additional three (3) or six (60) months at their previously contracted rates and charges.

SECTION 3 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)**3.3 Frame Relay Service, (Cont'd.)****3.3.6 Rates and Charges, (cont'd.)****(B) Integrated Package Price Plan**

Service is offered on a month-to-month basis. In addition, the Customer may elect to contract for service under Payment Plan No. 1 as described in Section 6.3 of this Tariff. Available payment options and service periods are as follows:

- (1)** Payment Option A - A service period of one (1) year (12 full months) applies.
- (2)** Payment Option B - A service period of two (2) years (24 full months) applies.
- (3)** Payment Option C - The Customer may select a service period of either three (3) years (36 full months), four (4) years (48 full months) or five (5) years (60 full months).

SECTION 3 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)**3.4 Packet Service Line****3.4.1 General**

- (A) Packet Service Line service provides the Customer with a local connection to high speed frame or cell-based switched services.
- (B) Packet Service Line service provides a connection from the Customer's premises to a Company-provided data service over digital facilities operating at transmission speeds of 56 Kbps, 64 Kbps, 1.536 Mbps, or 44.210 Mbps.
- (C) Packet Service Line service, as provided for in this Tariff section, is offered for intraLATA use only.
- (D) The regulations and rates specified herein are in addition to the applicable regulations and rates specified in other sections of this Tariff.
- (E) The rates and charges set forth for Packet Service Line service provide for the furnishing of service where suitable facilities are available. Where special construction of facilities is necessary, special construction charges may apply and will be determined on an individual case basis.
- (F) Packet Service Line service is only available when provided in conjunction with Frame Relay Service as contained in 3.3 of this Tariff.
- (G) Suspension of service is not allowed.
- (H) The minimum service period is one month.

SECTION 3 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)**3.4 Packet Service Line, (Cont'd.)****3.4.1 General, (cont'd.)****(I) Fast Packet Option (FPO)**

- (1) The Fast Packet Option (FPO) of Packet Service Line service is only available when used in conjunction with Frame Relay Service as described in Section 3.3 of this Tariff. The Fast Packet Option is used to connect a Customer premises with the Company's Frame Relay Service network Serving Area Point.
- (2) The Fast Packet Option is designed to transmit digital data signals at speeds of 56 Kbps, 64 Kbps, 1.536 Mbps and 44.210 Mbps.
- (3) The Fast Packet Option operating at a transmission speed of 1.536 Mbps must be provisioned with Bipolar with 8 Zero Substitution (B8ZS) and Extended Superframe (ESF) if such service is to support a Customer connection that is 64 Kbps or a higher speed that is a multiple of 64 Kbps.
- (4) The nonrecurring charge(s) for the applicable rate elements in Sections 4.3 and 4.5 apply if the Customer requests a change in transmission speed on a Fast Packet Option to a higher or lower speed.

SECTION 3 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)

3.4 Packet Service Line, (Cont'd.)

3.4.2 Explanation of Terms

(A) Packet Service Line

The link from the Customer's premises to the Customer's serving wire center.

(B) Packet Service Line Extension

When a Customer's serving wire center is not a Serving Area Point, a Packet Service Line Extension is used to connect the serving wire center to the closest Serving Area Point. The Packet Service Line Extension is associated with a Packet Service Line.

The Packet Service Line Extension is measured on a per mile basis in airline miles from a serving wire center that is not a Serving Area Point to a Serving Area Point.

(C) Network Serving Area

Certain serving wire centers are designated Serving Area Points. A Network Serving Area is comprised of all the Serving Area Points in a geographic area.

(D) Serving Area Point

A Company serving wire center that is designated as a member of the Network Serving Area.

SECTION 3 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)**3.4 Packet Service Line, (Cont'd.)****3.4.3 Obligations of Customer**

- (A) When Customer provided equipment (CPE) is connected with Packet Service Line service, the Customer or authorized user must provide equipment to perform the function of the Digital Terminating Equipment (DTE). The DTE provided by the Customer is required at a Customer's premises to perform such functions as:
- Proper termination of service
 - Amplification
 - Signal shaping
 - Remote Loopback
- (B) Where Packet Service Line service is available under this Tariff for use in connection with Customer provided equipment (CPE), the operating characteristics of such equipment shall be such as not to interfere with any of the services offered by the Company. Such use is subject to the further provisions that the CPE does not endanger the safety of Company employees or the public; damage, require change in or alteration of the equipment or other facilities of the Company; interfere with the proper functioning of such equipment or facilities; impair the operation of the Company's facilities or otherwise injure the public in its use of the Company's service. Upon notice from the Company that the equipment provided by a Customer is causing or is likely to cause such hazard or interference, the Customer shall take such steps as shall be necessary to remove or prevent such hazard or interference.
- (C) When CPE is connected to Packet Service Line service, the Customer shall be responsible for:
- (1) Compatibility of the CPE to Packet Service Line service. This includes replacing the DTE due to technological changes in the network, and
 - (2) Testing and sectionalization and clearance of trouble conditions or service difficulties on any CPE which is connected to Packet Service Line service.
- (D) The Customer's responsibility shall include cooperative testing with the Company as may be necessary.

SECTION 3 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)**3.4 Packet Service Line, (Cont'd.)****3.4.4 Responsibility of the Company**

- (A) The Company shall not be responsible for installations, operation, or maintenance of any CPE. Where such CPE is connected to Company facilities, the responsibility of the Company shall be limited to the furnishing of facilities suitable for Packet Service Line service and to the maintenance and operation of such facilities in a manner proper for such service. Subject to this responsibility, the Company shall not be responsible for:
 - (1) The through transmission signals generated by such equipment, or for the quality of, or defects in, such transmission,
 - (2) The reception of signals by such equipment, or
 - (3) Damage to CPE provided by a Customer to an authorized user during testing.
- (B) The Company shall not be responsible to the Customer, if changes in any of the facilities, operations, or procedures of the Company utilized in provisioning of Packet Service Line service render any facilities provided by a Customer obsolete or require modifications or alteration of such equipment or otherwise affect its use or performance.
- (C) The Company undertakes to maintain and repair the facilities which it furnishes. The Customer may not rearrange, disconnect, remove, or attempt to repair any equipment installed by the Company without prior written consent of the Company.

SECTION 3 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)

3.4 Packet Service Line, (Cont'd.)

3.4.5 Provision of Service

- (A) The design, maintenance, and operation of Packet Service Line service contemplates data communications originating or terminating at stations of the Customer.
- (B) A move involves a change in the physical location of one of the following:
 - the point of interface at the Customer's premises
 - the Customer's premises
- (C) Any move of service will be treated as a discontinuance and start of service at the new point of interface or new Customer premises. All associated nonrecurring charges will apply.
- (D) Customer requests for moves of service under Payment Plan No. 1 will be subject to the conditions stated in Section 6.3 of this Tariff including new minimum service periods or termination liability charges as may be applicable.

SECTION 3 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)**3.4 Packet Service Line, (Cont'd.)****3.4.6 Rates and Charges**

Rates and charges for Packet Service Line service are contained in Section 4.3 of the Tariff and consist of the following elements:

- (i) Packet Service Line
- (ii) Packet Service Line Extension

There are two basic groups of Packet Service Lines and Packet Service Line Extensions. The first group, Type I, applies to customer premises where the Incumbent Local Exchange Carrier (ILEC) is BellSouth Telecommunications, Inc. (i.e., where the customer premises are located within the BellSouth Telecommunication, Inc. franchise service area). Type II Packet Service Lines and Packet Service Line Extensions apply to customer premises where the ILEC is an Independent Telephone Company (i.e., where the customer premises are located outside of the BellSouth Telecommunication, Inc. franchise service area). A Type II Packet Service Line always requires a Type II Packet Service Line Extension.

Mileage associated with Packet Extension Line Service is calculated between a serving wire center and Serving Area Point according to Section 3.2.1 of this Tariff.

Packet Service Line service provided by the Company is available in two price plans: the Stand-Alone price plan and the Integrated Package price plan. "Stand-Alone" pricing will be applied to Customers who purchase Packet Service Line service without a BellSouth® Business Class Family of Services contract. "Integrated Package" pricing will be applied to Customers who purchase Packet Service Line service in conjunction with a BellSouth® Business Class Family of Services contract.

SECTION 3 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)**3.4 Packet Service Line, (Cont'd.)****3.4.6 Rates and Charges, (cont'd.)****(A) Stand-Alone Price Plan**

Service is offered on a month-to-month basis. In addition, the Customer may elect to contract for service under Payment Plan No. 1 as described in Section 6.3 of this Tariff. Available payment options and service periods are as follows:

- (1) Payment Option A - The Customer may select a service period of one (1) year (12 full months) or two (2) years (24 full months) for Type I Packet Service Lines and one (1) year (12 full months) for Type II Packet Service Lines.
- (2) Payment Option B - A service period of three (3) years (36 full months) applies for Type I Packet Service Lines and two (2) years (24 full months) for Type II Packet Service Lines.
- (3) Payment Option C - A service period of three (3) years (36 full months) is available for Type II Packet Service Lines.

Upon expiration of the contracted service period or Payment Option, Stand-Alone price plan Customers may elect to extend their existing service periods an additional three (3) or six (6) months at their previously contracted rates and charges

If, prior to fulfilling the service period under PP-1, the Customer requests a change in transmission speed on a Fast Packet Option (to a higher or lower speed), a Termination Liability Charge will not be applied.

SECTION 3 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)

3.4 Packet Service Line, (Cont'd.)

3.4.6 Rates and Charges, (cont'd.)

(B) Integrated Package Price Plan

Service is offered on a month to month basis. In addition, the Customer may elect to contract for service under Payment Plan No. 1 as described in Section 6.3 of this Tariff. Available payment options and service periods are as follows:

- (1)** Payment Option A - A service period of one (1) year (12 full months) applies.
- (2)** Payment Option B - A service period of two (2) years (24 full months) applies.
- (3)** Payment Option C - The Customer may select a service period of either three (3) years (36 full months), four (4) years (48 full months) or five (5) years (60 full months).

SECTION 4 - RATES AND CHARGES

4.1 General

Customers are billed based on their usage of BellSouth Long Distance's services. Rates may vary by service type, time of day, day of week, distance, and calling volume. Fixed recurring charges, not dependent upon usage, are billed in advance. Usage-based charges are billed after each usage cycle.

SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.2 Frame Relay Service, Stand-Alone Price Plan****4.2.1 Customer Connection (Port) to Frame Relay Service**

A minimum of one Customer Connection (or Port) is required per Customer to subscribe to Frame Relay Service. Rates for each Customer Connection are listed below and vary 1) by speed of the connection and 2) length of term.

		Non- Recurring Charge	Month To Month	Option A 1 or 2 Years	Option B 3 Years
(A)	At 56 Kbps	\$425.00	\$85.00	\$74.00	\$54.00
(B)	At 64 Kbps	\$425.00	\$85.00	\$74.00	\$54.00
(C)	At 112 Kbps	\$475.00	\$120.00	\$104.00	\$74.00
(D)	At 128 Kbps	\$475.00	\$120.00	\$104.00	\$74.00
(E)	At 192 Kbps	\$475.00	\$190.00	\$165.00	\$125.00
(F)	At 256 Kbps	\$475.00	\$240.00	\$207.00	\$147.00
(G)	At 320 Kbps	\$475.00	\$300.00	\$259.00	\$184.00
(H)	At 384 Kbps	\$550.00	\$435.00	\$404.00	\$344.00
(I)	At 448 Kbps	\$550.00	\$435.00	\$404.00	\$344.00
(J)	At 512 Kbps	\$550.00	\$435.00	\$404.00	\$344.00
(K)	At 576 Kbps	\$550.00	\$435.00	\$404.00	\$344.00
(L)	At 640 Kbps	\$550.00	\$435.00	\$404.00	\$344.00
(M)	At 704 Kbps	\$550.00	\$435.00	\$404.00	\$344.00
(N)	At 768 Kbps	\$550.00	\$435.00	\$404.00	\$344.00
(O)	At 1024 Kbps	\$550.00	\$435.00	\$404.00	\$344.00
(P)	At 1152 Kbps	\$550.00	\$435.00	\$404.00	\$344.00
(Q)	At 1.536 Kbps	\$550.00	\$435.00	\$404.00	\$344.00
(R)	At 44.210 Kbps	\$1,225.00	\$3,500.00	\$3,250.00	\$3,000.00

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SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.2 Frame Relay Service, Stand-Alone Price Plan, (Cont'd.)****4.2.2 Frame Relay Service Feature Charges****(A) PVC Committed Information Rate (CIR)**

The chosen CIR cannot exceed the minimum transmission speed of the link at either end of the PVC. Rates for each CIR are listed below and vary 1) by speed of the associated connection. No term discounts apply. One CIR charge applies per PVC (Duplex).

		Non- Recurring Charge	Monthly Rate
(1)	0 Kbps	\$50.00	\$4.00
(2)	8 Kbps	\$50.00	\$20.00
(3)	16 Kbps	\$50.00	\$20.00
(4)	32 Kbps	\$50.00	\$20.00
(5)	56 Kbps	\$50.00	\$30.00
(6)	64 Kbps	\$50.00	\$32.00
(7)	128 Kbps	\$50.00	\$42.00
(8)	256 Kbps	\$50.00	\$62.00
(9)	384 Kbps	\$50.00	\$86.00
(10)	512 Kbps	\$50.00	\$106.00
(11)	768 Kbps	\$50.00	\$190.00
(12)	1.536 Mbps	\$50.00	\$284.00
(13)	4 Mbps	\$50.00	\$404.00
(14)	10 Mbps	\$50.00	\$744.00
(15)	16 Mbps	\$50.00	\$1,304.00
(16)	34 Mbps	\$50.00	\$3,404.00
(17)	44.210 Mbps	\$50.00	\$4,404.00

SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.2 Frame Relay Service, Stand-Alone Price Plan, (Cont'd.)****4.2.3 Inter-Network Serving Area Link****(A) Committed Information Rate, per Link (Duplex)**

		Non- Recurring Charge	Monthly Rate
(1)	8 Kbps	\$20.00	\$20.00
(2)	16 Kbps	\$20.00	\$20.00
(3)	32 Kbps	\$20.00	\$20.00
(4)	56 Kbps	\$20.00	\$30.00
(5)	64 Kbps	\$20.00	\$32.00
(6)	128 Kbps	\$20.00	\$40.00
(7)	256 Kbps	\$20.00	\$70.00
(8)	384 Kbps	\$20.00	\$110.00
(9)	512 Kbps	\$20.00	\$140.00
(10)	768 Kbps	\$20.00	\$300.00
(11)	1.536 Mbps	\$20.00	\$450.00
(12)	4 Mbps	\$20.00	\$1,000.00
(13)	10 Mbps	\$20.00	\$1,300.00
(14)	16 Mbps	\$20.00	\$1,600.00
(15)	34 Mbps	\$20.00	\$4,200.00
(16)	44.210 Mbps	\$20.00	\$5,000.00

SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.3 Packet Service Line, Stand - Alone Price Plan****4.3.1 Packet Service Line - Fast Packet Option****(A) Type I, Per Packet Service Line**

	Non- Recurring Charge	Month To Month	A 1 or 2 Years	B 3 Years
56 Kbps	\$ 450.00	\$ 70.00	\$ 61.00	\$ 51.00
64 Kbps	\$ 450.00	\$ 70.00	\$ 61.00	\$ 51.00
1.536 Mbps	\$ 465.00	\$ 155.00	\$ 146.00	\$ 136.00
44.210 Mbps	\$1,000.00	\$1,500.00	\$1,400.00	\$1,300.00

(B) Type II, Per Packet Service Line

	Non- Recurring Charge	Month To Month	A 1 or 2 Years	B 3 Years
56 Kbps	\$ 450.00	\$ 105.00	\$ 105.00	\$ 97.00
64 Kbps	\$ 450.00	\$ 105.00	\$ 105.00	\$ 97.00
1.536 Mbps	\$ 450.00	\$ 111.00	\$ 111.00	\$ 111.00

SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.3 Packet Service Line, Stand - Alone Price Plan, (Cont'd.)****4.3.2 Type I Packet Service Line Extension - Fast Packet Option****(A) An Extension less than 20 miles, Per Extension**

	Non- Recurring Charge	Month To Month	A 1 or 2 Years	B 3 Years
56 Kbps	\$ 75.00	\$ 20.00	\$ 15.00	\$ 10.00
64 Kbps	\$ 75.00	\$ 20.00	\$ 15.00	\$ 10.00
1.536 Mbps	\$ 120.00	\$ 160.00	\$ 120.00	\$ 95.00
44.210 Mbps	\$ 350.00	\$1,725.00	\$1,640.00	\$1,500.00

(B) An Extension 20 - 50 miles, Per Extension

	Non- Recurring Charge	Month To Month	A 1 or 2 Years	B 3 Years
56 Kbps	\$ 75.00	\$ 30.00	\$ 23.00	\$ 15.00
64 Kbps	\$ 75.00	\$ 30.00	\$ 23.00	\$ 15.00
1.536 Mbps	\$ 120.00	\$ 280.00	\$ 210.00	\$ 140.00
44.210 Mbps	\$ 350.00	\$2,600.00	\$2,480.00	\$2,350.00

SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.3 Packet Service Line, Stand - Alone Price Plan, (Cont'd.)****4.3.2 Type I Packet Service Line Extension - Fast Packet Option, (cont'd.)****(C) An Extension 51 - 75 miles, Per Extension**

	Non- Recurring Charge	Month To Month	A 1 or 2 Years	B 3 Years
56 Kbps	\$ 75.00	\$ 50.00	\$ 38.00	\$ 25.00
64 Kbps	\$ 75.00	\$ 50.00	\$ 38.00	\$ 25.00
1.536 Mbps	\$ 120.00	\$ 380.00	\$ 285.00	\$ 190.00
44.210 Mbps	\$ 350.00	\$3,310.00	\$3,150.00	\$2,995.00

SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.3 Packet Service Line, Stand - Alone Price Plan, (Cont'd.)****4.3.2 Type I Packet Service Line Extension - Fast Packet Option, (cont'd.)****(D) An Extension 76 - 100 miles, Per Extension**

	Non- Recurring Charge	Month To Month	A 1 or 2 Years	B 3 Years
56 Kbps	\$ 75.00	\$ 60.00	\$ 45.00	\$ 30.00
64 Kbps	\$ 75.00	\$ 60.00	\$ 45.00	\$ 30.00
1.536 Mbps	\$ 120.00	\$ 500.00	\$ 375.00	\$ 250.00
44.210 Mbps	\$ 350.00	\$4,025.00	\$3,825.00	\$3,635.00

(E) An Extension 101 - 125 miles, Per Extension

	Non- Recurring Charge	Month To Month	A 1 or 2 Years	B 3 Years
56 Kbps	\$ 75.00	\$ 70.00	\$ 53.00	\$ 35.00
64 Kbps	\$ 75.00	\$ 70.00	\$ 53.00	\$ 35.00
1.536 Mbps	\$ 120.00	\$ 600.00	\$ 450.00	\$ 300.00
44.210 Mbps	\$ 350.00	\$4,395.00	\$4,180.00	\$3,970.00

SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.3 Packet Service Line, Stand - Alone Price Plan, (Cont'd.)****4.3.2 Type I Packet Service Line Extension - Fast Packet Option, (cont'd.)****(F) An Extension more than 125 miles, Per Extension**

	Non- Recurring Charge	Month To Month	A 1 or 2 Years	B 3 Years
56 Kbps	\$ 75.00	\$ 80.00	\$ 60.00	\$ 40.00
64 Kbps	\$ 75.00	\$ 80.00	\$ 60.00	\$ 40.00
1.536 Mbps	\$ 120.00	\$ 700.00	\$ 525.00	\$ 375.00
44.210 Mbps	\$ 350.00	\$4,600.00	\$4,385.00	\$4,175.00

SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.3 Packet Service Line, Stand - Alone Price Plan, (Cont'd.)****4.3.3 Type II Packet Service Line Extension - Fast Packet Option****(A) An Extension less than 9 Miles****(1) Per Extension - Interoffice Channel Fixed Charge**

	Non- Recurring Charge	Month To Month	A 1 or 2 Years	B 3 Years
56 Kbps	\$ 80.00	\$ 21.00	\$ 21.00	\$ 19.00
64 Kbps	\$ 80.00	\$ 21.00	\$ 21.00	\$ 19.00
1.536 Mbps	\$ 150.00	\$ 40.00	\$ 40.00	\$ 37.00

(2) Per Extension - Interoffice Channel Mileage Charge, Per Mile

	Non- Recurring Charge	Month To Month	A 1 or 2 Years	B 3 Years
56 Kbps	\$ --	\$ 4.00	\$ 4.00	\$ 4.00
64 Kbps	\$ --	\$ 4.00	\$ 4.00	\$ 4.00
1.536 Mbps	\$ --	\$ 47.00	\$ 47.00	\$ 17.00

SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.3 Packet Service Line, Stand - Alone Price Plan, (Cont'd.)****4.3.3 Type II Packet Service Line Extension - Fast Packet Option, (cont'd.)****(B) An Extension 9-25 Miles****(1) Per Extension - Interoffice Channel Fixed Charge**

	Non- Recurring Charge	Month To Month	A 1 or 2 Years	B 3 Years
56 Kbps	\$ 80.00	\$ 21.00	\$ 21.00	\$ 19.00
64 Kbps	\$ 80.00	\$ 21.00	\$ 21.00	\$ 19.00
1.536 Mbps	\$ 150.00	\$ 40.00	\$ 40.00	\$ 37.00

(2) Per Extension - Interoffice Channel Mileage Charge, Per Mile

	Non- Recurring Charge	Month To Month	A 1 or 2 Years	B 3 Years
56 Kbps	\$ --	\$ 4.00	\$ 4.00	\$ 4.00
64 Kbps	\$ --	\$ 4.00	\$ 4.00	\$ 4.00
1.536 Mbps	\$ --	\$ 47.00	\$ 47.00	\$ 17.00

SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.3 Packet Service Line, Stand - Alone Price Plan, (Cont'd.)****4.3.3 Type II Packet Service Line Extension - Fast Packet Option, (cont'd.)****(C) An Extension more than 25 Miles****(1) Per Extension - Interoffice Channel Fixed Charge**

	Non- Recurring Charge	Month To Month	A 1 or 2 Years	B 3 Years
56 Kbps	\$ 80.00	\$ 21.00	\$ 21.00	\$ 19.00
64 Kbps	\$ 80.00	\$ 21.00	\$ 21.00	\$ 19.00
1.536 Mbps	\$ 150.00	\$ 40.00	\$ 40.00	\$ 37.00

(2) Per Extension - Interoffice Channel Mileage Charge, Per Mile

	Non- Recurring Charge	Month To Month	A 1 or 2 Years	B 3 Years
(a) 56 Kbps	\$ --	\$ 4.00	\$ 4.00	\$ 4.00
(b) 64 Kbps	\$ --	\$ 4.00	\$ 4.00	\$ 4.00
(c) 1.536 Mbps	\$ --	\$ 47.00	\$ 47.00	\$ 17.00

SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.4 Frame Relay Service, Integrated Package Price Plan****4.4.1 Customer Connection (Port) to Frame Relay Service**

A minimum of one Customer Connection (or Port) is required per Customer to subscribe to Frame Relay Service. Rates for each Customer Connection are listed below and vary 1) by speed of the connection and 2) length of term.

		Non- Recurring Charge	Month To Month	Option A 1 Year	Option B 2 Years	Option C 3 to 5 Years
(A)	At 56 Kbps	\$425.00	\$89.00	\$78.00	\$76.00	\$57.00
(B)	At 64 Kbps	\$425.00	\$89.00	\$78.00	\$76.00	\$57.00
(C)	At 112 Kbps	\$475.00	\$126.00	\$109.00	\$107.00	\$78.00
(D)	At 128 Kbps	\$475.00	\$126.00	\$109.00	\$107.00	\$78.00
(E)	At 192 Kbps	\$475.00	\$200.00	\$173.00	\$170.00	\$131.00
(F)	At 256 Kbps	\$475.00	\$252.00	\$217.00	\$213.00	\$154.00
(G)	At 320 Kbps	\$475.00	\$315.00	\$272.00	\$267.00	\$193.00
(H)	At 384 Kbps	\$550.00	\$457.00	\$424.00	\$416.00	\$361.00
(I)	At 448 Kbps	\$550.00	\$457.00	\$424.00	\$416.00	\$361.00
(J)	At 512 Kbps	\$550.00	\$457.00	\$424.00	\$416.00	\$361.00
(K)	At 576 Kbps	\$550.00	\$457.00	\$424.00	\$416.00	\$361.00
(L)	At 640 Kbps	\$550.00	\$457.00	\$424.00	\$416.00	\$361.00
(M)	At 704 Kbps	\$550.00	\$457.00	\$424.00	\$416.00	\$361.00
(N)	At 768 Kbps	\$550.00	\$457.00	\$424.00	\$416.00	\$361.00
(O)	At 1024 Kbps	\$550.00	\$457.00	\$424.00	\$416.00	\$361.00
(P)	At 1152 Kbps	\$550.00	\$457.00	\$424.00	\$416.00	\$361.00
(Q)	At 1.536 Kbps	\$550.00	\$457.00	\$424.00	\$416.00	\$361.00
(R)	At 44.210 Kbps	\$1,225.00	\$3,765.00	\$3,413.00	\$3,347.00	\$3,150.00

SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.4 Frame Relay Service, Integrated Package Price Plan, (Cont'd.)****4.4.2 Frame Relay Service Feature Charges****(A) PVC Committed Information Rate (CIR)**

The chosen CIR cannot exceed the minimum transmission speed of the link at either end of the PVC. Rates for each CIR are listed below and vary 1) by speed of the associated connection. No term discounts apply. One CIR charge applies per PVC (Duplex).

		Non- Recurring Charge	Monthly Rate
(1)	0 Kbps	\$50.00	\$4.00
(2)	8 Kbps	\$50.00	\$21.00
(3)	16 Kbps	\$50.00	\$21.00
(4)	32 Kbps	\$50.00	\$21.00
(5)	56 Kbps	\$50.00	\$32.00
(6)	64 Kbps	\$50.00	\$34.00
(7)	128 Kbps	\$50.00	\$44.00
(8)	256 Kbps	\$50.00	\$65.00
(9)	384 Kbps	\$50.00	\$90.00
(10)	512 Kbps	\$50.00	\$111.00
(11)	768 Kbps	\$50.00	\$200.00
(12)	1.536 Mbps	\$50.00	\$298.00
(13)	4 Mbps	\$50.00	\$350.00
(14)	10 Mbps	\$50.00	\$566.00
(15)	16 Mbps	\$50.00	\$911.00
(16)	34 Mbps	\$50.00	\$1,903.00
(17)	44.210 Mbps	\$50.00	\$2,593.00

SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.4 Frame Relay Service, Integrated Package Price Plan, (Cont'd.)****4.4.3 Inter-Network Serving Area Link****(A) Committed Information Rate, per Link (Duplex)**

		Non- Recurring Charge	Monthly Rate
(1)	8 Kbps	\$20.00	\$21.00
(2)	16 Kbps	\$20.00	\$21.00
(3)	32 Kbps	\$20.00	\$21.00
(4)	56 Kbps	\$20.00	\$31.00
(5)	64 Kbps	\$20.00	\$33.00
(6)	128 Kbps	\$20.00	\$42.00
(7)	256 Kbps	\$20.00	\$74.00
(8)	384 Kbps	\$20.00	\$116.00
(9)	512 Kbps	\$20.00	\$147.00
(10)	768 Kbps	\$20.00	\$315.00
(11)	1.536 Mbps	\$20.00	\$473.00
(12)	4 Mbps	\$20.00	\$1,050.00
(13)	10 Mbps	\$20.00	\$1,365.00
(14)	16 Mbps	\$20.00	\$1,680.00
(15)	34 Mbps	\$20.00	\$4,410.00
(16)	44.210 Mbps	\$20.00	\$5,250.00

SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.5 Packet Service Line, Integrated Package Price Plan****4.5.1 Packet Service Line - Fast Packet Option****(A) Type I, Per Packet Service Line**

	Non- Recurring Charge	Month To Month	Option A 1 Year	Option B 2 Years	Option C 3 to 5 Years
56 Kbps	\$450.00	\$74.00	\$64.00	\$63.00	\$54.00
64 Kbps	\$450.00	\$74.00	\$64.00	\$63.00	\$54.00
1.536 Mbps	\$465.00	\$163.00	\$153.00	\$150.00	\$143.00
44.210 Mbps	\$1,000.00	\$1,575.00	\$1,470.00	\$1,442.00	\$1,365.00

(B) Type II, Per Packet Service Line

	Non- Recurring Charge	Month To Month	Option A 1 Year	Option B 2 Years	Option C 3 Years
56 Kbps	\$450.00	\$99.00	\$99.00	\$85.00	\$85.00
64 Kbps	\$450.00	\$99.00	\$99.00	\$85.00	\$85.00
1.536 Mbps	\$450.00	\$165.00	\$165.00	\$139.00	\$139.00

SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.5 Packet Service Line, Integrated Package Price Plan, (Cont'd.)****4.5.2 Type I Packet Service Line Extension - Fast Packet Option****(A) An Extension less than 20 miles, Per Extension**

	Non- Recurring Charge	Month To Month	Option A 1 Year	Option B 2 Year	Option C 3 to 5 Years
56 Kbps	\$75.00	\$21.00	\$16.00	\$15.00	\$11.00
64 Kbps	\$75.00	\$21.00	\$16.00	\$15.00	\$11.00
1.536 Mbps	\$120.00	\$168.00	\$126.00	\$124.00	\$100.00
44.210 Mbps	\$350.00	ICB	ICB	ICB	ICB

(B) An Extension 20 - 50 miles, Per Extension

	Non- Recurring Charge	Month To Month	Option A 1 Year	Option B 2 Year	Option C 3 to 5 Years
56 Kbps	\$75.00	\$32.00	\$24.00	\$24.00	\$16.00
64 Kbps	\$75.00	\$32.00	\$24.00	\$24.00	\$16.00
1.536 Mbps	\$120.00	\$294.00	\$221.00	\$216.00	\$147.00
44.210 Mbps	\$350.00	ICB	ICB	ICB	ICB

SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.5 Packet Service Line, Integrated Package Price Plan, (Cont'd.)****4.5.2 Type I Packet Service Line Extension - Fast Packet Option, (cont'd.)****(C) An Extension 51 - 75 miles, Per Extension**

	Non- Recurring Charge	Month To Month	Option A 1 Year	Option B 2 Year	Option C 3 to 5 Years
56 Kbps	\$75.00	\$53.00	\$40.00	\$39.00	\$26.00
64 Kbps	\$75.00	\$53.00	\$40.00	\$39.00	\$26.00
1.536 Mbps	\$120.00	\$399.00	\$299.00	\$294.00	\$200.00
44.210 Mbps	\$350.00	ICB	ICB	ICB	ICB

SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.5 Packet Service Line, Integrated Package Price Plan, (Cont'd.)****4.5.2 Type I Packet Service Line Extension - Fast Packet Option, (cont'd.)****(D) An Extension 76 - 100 miles, Per Extension**

	Non- Recurring Charge	Month To Month	Option A 1 Year	Option B 2 Year	Option C 3 to 5 Years
56 Kbps	\$75.00	\$63.00	\$47.00	\$46.00	\$32.00
64 Kbps	\$75.00	\$63.00	\$47.00	\$46.00	\$32.00
1.536 Mbps	\$120.00	\$525.00	\$394.00	\$386.00	\$263.00
44.210 Mbps	\$350.00	ICB	ICB	ICB	ICB

(E) An Extension 101 - 125 miles, Per Extension

	Non- Recurring Charge	Month To Month	Option A 1 Year	Option B 2 Year	Option C 3 to 5 Years
56 Kbps	\$75.00	\$74.00	\$56.00	\$55.00	\$37.00
64 Kbps	\$75.00	\$74.00	\$56.00	\$55.00	\$37.00
1.536 Mbps	\$120.00	\$630.00	\$473.00	\$464.00	\$315.00
44.210 Mbps	\$350.00	ICB	ICB	ICB	ICB

SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.5 Packet Service Line, Integrated Package Price Plan, (Cont'd.)****4.5.2 Type I Packet Service Line Extension - Fast Packet Option, (cont'd.)****(F) An Extension more than 125 miles, Per Extension**

	Non- Recurring Charge	Month To Month	Option A 1 Year	Option B 2 Year	Option C 3 to 5 Years
56 Kbps	\$75.00	\$84.00	\$63.00	\$62.00	\$42.00
64 Kbps	\$75.00	\$84.00	\$63.00	\$62.00	\$42.00
1.536 Mbps	\$120.00	\$735.00	\$551.00	\$541.00	\$394.00
44.210 Mbps	\$350.00	ICB	ICB	ICB	ICB

SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.5 Packet Service Line, Integrated Package Price Plan, (Cont'd.)****4.5.3 Type II Packet Service Line Extension - Fast Packet Option****(A) An Extension less than 9 miles****(1) Per Extension – Interoffice Channel Fixed Charge**

	Non- Recurring Charge	Month To Month	Option A 1 Year	Option B 2 Years	Option C 3 Years
56 Kbps	\$80.00	\$31.00	\$31.00	\$24.00	\$24.00
64 Kbps	\$80.00	\$31.00	\$31.00	\$24.00	\$24.00
1.536 Mbps	\$150.00	\$49.00	\$49.00	\$43.00	\$43.00

SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.5 Packet Service Line, Integrated Package Price Plan, (Cont'd.)****4.5.3 Type II Packet Service Line Extension - Fast Packet Option, (cont'd.)****(A) An Extension less than 9 miles, (cont'd.)****(2) Per Extension – Interoffice Channel Mileage Charge, Per Mile**

	Non- Recurring Charge	Month To Month	Option A 1 Year	Option B 2 Years	Option C 3 Years
56 Kbps	N/A	\$6.00	\$6.00	\$5.00	\$5.00
64 Kbps	N/A	\$6.00	\$6.00	\$5.00	\$5.00
1.536 Mbps	N/A	\$59.00	\$59.00	\$21.00	\$21.00

SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.5 Packet Service Line, Integrated Package Price Plan, (Cont'd.)****4.5.3 Type II Packet Service Line Extension - Fast Packet Option, (cont'd.)****(B) An Extension 9 - 25 Miles****(1) Per Extension – Interoffice Channel Fixed Charge**

	Non- Recurring Charge	Month To Month	Option A 1 Year	Option B 2 Years	Option C 3 Years
56 Kbps	\$80.00	\$31.00	\$31.00	\$24.00	\$24.00
64 Kbps	\$80.00	\$31.00	\$31.00	\$24.00	\$24.00
1.536 Mbps	\$150.00	\$49.00	\$49.00	\$43.00	\$43.00

SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.5 Packet Service Line, Integrated Package Price Plan, (Cont'd.)****4.5.3 Type II Packet Service Line Extension - Fast Packet Option, (cont'd.)****(B) An Extension 9 - 25 Miles, (cont'd.)****(2) Per Extension – Interoffice Channel Mileage Charge, Per Mile**

	Non- Recurring Charge	Month To Month	Option A 1 Year	Option B 2 Years	Option C 3 Years
56 Kbps	N/A	\$6.00	\$6.00	\$5.00	\$5.00
64 Kbps	N/A	\$6.00	\$6.00	\$5.00	\$5.00
1.536 Mbps	N/A	\$59.00	\$59.00	\$21.00	\$21.00

SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.5 Packet Service Line, Integrated Package Price Plan, (Cont'd.)****4.5.3 Type II Packet Service Line Extension - Fast Packet Option, (cont'd.)****(C) An Extension more than 25 miles****(1) Per Extension – Interoffice Channel Fixed Charge**

	Non- Recurring Charge	Month To Month	Option A 1 Year	Option B 2 Years	Option C 3 Years
56 Kbps	\$80.00	\$31.00	\$31.00	\$24.00	\$24.00
64 Kbps	\$80.00	\$31.00	\$31.00	\$24.00	\$24.00
1.536 Mbps	\$150.00	\$49.00	\$49.00	\$43.00	\$43.00

SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.5 Packet Service Line, Integrated Package Price Plan, (Cont'd.)****4.5.3 Type II Packet Service Line Extension - Fast Packet Option, (cont'd.)****(C) An Extension more than 25 miles, (cont'd.)****(2) Per Extension – Interoffice Channel Mileage Charge, Per Mile**

	Non- Recurring Charge	Month To Month	Option A 1 Year	Option B 2 Years	Option C 3 Years
56 Kbps	N/A	\$6.00	\$6.00	\$5.00	\$5.00
64 Kbps	N/A	\$6.00	\$6.00	\$5.00	\$5.00
1.536 Mbps	N/A	\$59.00	\$59.00	\$21.00	\$21.00

SECTION 5 - PROMOTIONS AND OPTIONAL CALLING PLANS

5.1 Promotions - General

From time to time, the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area and will comply with all applicable Authority regulations.

SECTION 6 - CONTRACTS FOR SERVICE**6.1 General**

Services may be offered by the Company on a contractual basis under one of the following arrangements:

6.1.1 Payment Plans

Tariffed services provided by the Company may be offered under contract at discounted or stabilized rates to Customers who agree to use the Company's services for specific time periods or meet other service specific criteria designated by the Company. Plan availability, qualifications, and rates for services offered with Payment Plans are specified on a per service basis in Sections 3 and 4 of this tariff. Rules and regulations associated with each Payment Plan are listed in this section of the tariff. Unless otherwise specified, services furnished under a Payment Plan are subject to all general rules and regulations applicable to the provision of service by the Company as stated elsewhere in this Tariff.

6.1.2 Specialty Service Arrangements (SSA)

Under appropriate circumstances, the Company may enter into Customer-specific Specialty Service Arrangements furnished in lieu of existing tariff offerings to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each Specialty Service Arrangement shall be negotiated on an individual case basis and be mutually agreed upon between the Customer and Company. SSAs may include discounts off of rates contained in this Tariff, waivers of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the SSA may be based partially or completely on a term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features.

SECTION 6 - CONTRACTS FOR SERVICE, (CONT'D.)**6.2 Contract Dispute Resolution (Payment Plans and SSAs)****6.2.1 Parties**

Once negotiation, mediation or arbitration has commenced, the Customer and the Company will be considered the "Parties" to the dispute resolution procedures described in this section of the Tariff.

6.2.2 Mediation

The Parties agree to use good faith efforts to resolve any dispute promptly and fairly. If the Parties are unable to resolve a dispute by negotiation, both Parties agree to submit it to mediation conducted by a mutually selected mediator or, at the option of either Party, by the Center for Public Resources (CPR). The Parties, their representatives, other participants and the mediator shall hold the existence, content and result of the mediation in confidence.

6.2.3 Arbitration

If a dispute submitted to mediation is not successfully resolved, it shall be subject to binding arbitration under the then-current rules and supervision of the CPR. The Federal Arbitration Act, 9 U.S.C. Section 1 to 16, not Georgia law, will govern the arbitrability of all claims. A single arbitrator who is knowledgeable in business information, commercial matters or the telecommunications field, as applicable, will conduct the arbitration. The arbitrator's decision and award will be final and binding, and either Party may enter it in any court with jurisdiction. The arbitrator will not have authority to award punitive or other non-compensatory damages to either Party. The arbitration will be held in Atlanta. Each Party will bear its own attorney's fees and related costs associated with the arbitration. The Parties will pay all other costs and expenses of the arbitration as the rules of the CPR provide. The Parties, their representatives, other participants and the arbitrator shall hold the existence, content and result of the arbitration in confidence except that the prevailing Party shall have the right to enter the arbitration award in a court of competent jurisdiction if such entry is necessary to enforce the terms of the award.

SECTION 6 - CONTRACTS FOR SERVICE, (CONT'D.)

6.2 Contract Dispute Resolution (Payment Plans and SSAs), (cont'd.)

6.2.4 Court Proceedings

Except as permitted in this Section, neither Party may bring a case in court in connection with a dispute. If a Party disregards this restrictions, files a court case and fails to dismiss it promptly upon being notified of this provision, that Party will pay the other Party's costs and expenses, including attorney's fees, incurred after the notice in defending the court case. Each Party retains the right to obtain an injunction in court to prevent the other Party's misuse of its intellectual property or Confidential Information.

SECTION 6 - CONTRACTS FOR SERVICE, (CONT'D.)

6.3 Payment Plan No. 1 (PP-1)

6.3.1 General

The regulations specified herein are applicable to all services offered under Payment Plan No. 1 ("PP-1") as indicated in each service's respective subsection of this Tariff.

Payment Plan No. 1 allows Customers to stabilize recurring rates and charges for Company services over contractual service periods. A specific monthly rate applies for the duration of each period.

When the Customer orders service to be provided under PP-1, the Customer must designate to the Company the payment option and/or service period desired. Available payment options and service periods for each service offered under PP-1 are described in that service's specific tariff section.

6.3.2 Application of Rates and Charges

Rates stabilized under Payment Plan No. 1 are exempt from Company initiated increases.

When Customers renew or change the length of their payment option or service period, the rates applicable for the new period are those currently in effect at the time of the renewal or change in the length of the period(s).

SECTION 6 - CONTRACTS FOR SERVICE, (CONT'D.)**6.3 Payment Plan No. 1 (Continued)****6.3.3 Termination Liability Charge**

In the event that all or any part of a service is disconnected at Customer request prior to expiration of any selected payment period of greater than one month's duration, the Customer will be required to pay a Termination Liability Charge unless specifically stated otherwise in that service's specific Tariff section.

The Termination Liability Charge is determined by multiplying the number of months remaining in the contract payment period by the contracted monthly rate by 90 percent.

The Tariff provisions concerning termination liability for recurring charges only shall not be applicable to any state, county, or municipal governmental entity when there is in effect as a result of action by such entity and through a duly constituted legislative, administrative, or executive body: a statute; an ordinance; a policy directive; or a constitutional provision which restricts or prohibits an additional contractual payment for early termination of a contract by any such entity, or agency thereof, due to an unavailability of funding. When service is being provided and funding to the governmental entity for such service becomes unavailable, the governmental entity may cancel the service without additional payment obligation. Provided, however, that if the governmental entity cancels the service for any reason other than the unavailability of funds, the termination liability provisions in the Tariff shall apply.

SECTION 6 - CONTRACTS FOR SERVICE, (CONT'D.)

6.3 Payment Plan No. 1 (Cont'd)

6.3.4 Additions to Services

- (A) Additions of services or rate elements - e.g., Ports - must be under a PP-1 arrangement at rates and charges as specified in 6.3.2 preceding.
- (B) Termination charges for premature disconnection of added contractual services will apply as set forth under Disconnects in 6.3.5 following.
- (C) Additions under PP-1 arrangements are exempt from Company-initiated rate changes for all payment periods longer than one month.
- (D) Installation and any other nonrecurring charges, as specified in this Tariff, will apply to the added services.

6.3.5 Disconnect of Services

- (A) When a service or rate element, included under a PP-1 arrangement, is disconnected prior to expiration of the selected service period, Termination Liability Charges may apply as set forth in 6.3.3 preceding. Remaining services or rate elements will not be affected by such disconnections.
- (B) When a tariffed service under a PP-1 arrangement is disconnected prior to the expiration of a selected service period as a result of a Customer requested change of a service which is specifically allowed without Termination Liability Charge as set forth in that service's tariff, Termination Liability Charges will not apply when the completed service period is at least the minimum period allowable under the specific service's Payment Option (as defined in the service's specific tariff section) or twenty-five percent of the length of the originally selected PP-1 service period, whichever is greater.

SECTION 6 - CONTRACTS FOR SERVICE, (CONT'D.)**6.3 Payment Plan No. 1, (Cont'd)****6.3.6 Requests for Changes in Length of Optional Payment Period**

Subsequent to the establishment of a contract with a PP-1 period, and prior to the completion of that period, the existing payment period may be replaced by:

- (A) A currently offered payment period at the current rates, with a length equal to or longer than the time remaining in the existing service agreement subject to the following conditions:
 - (1) No credit will be given for payments made during the formerly selected period.
 - (2) The new payment period begins with the new PP-1 arrangement effective date,
 - (3) No termination charge applies for the remaining portion of the former payment period.
 - (4) Nonrecurring charges will not be reapplied.
- (B) A currently offered payment period at the current rates, with a length shorter than the time remaining in the existing service agreement subject to the following conditions:
 - (1) No credit will be given for payments made during the formerly selected period.
 - (2) The new payment period begins with the new PP-1 arrangement effective date.
 - (3) A Termination Liability Charge applies for the remaining portion of the former payment period,
 - (4) Nonrecurring charges will not be reapplied

SECTION 6 - CONTRACTS FOR SERVICE, (CONT'D.)**6.3 Payment Plan No. 1, (Cont'd.)****6.3.7 Renewal Options**

- (A) The Customer may renew a Payment Plan according to one of the following renewal options:

(1) **Renewal Option 1**

Prior to completion of the current payment period available under the PP-1 arrangement may be selected at the rates in affect for new Customers at the time of the renewal. The Customer will be charged at the current rate for the newly selected payment period, commencing the day following completion of the prior payment period.

(2) **Renewal Option 2**

If the Customer does not elect an additional payment period or does not request discontinuance of service, service will be continued on a month-to-month basis at the current rate for the one-month payment period, unless otherwise specified in this Tariff. The Customer has no additional service commitment and, consequently, when service is terminated will not be subject to any termination charge. The one-month service will be subject to Company-initiated rate adjustments when approved by regulatory authority.

- (B) Non-Recurring charges are not applicable for rate elements renewed under PP-1. Any new rate element added at the time of renewal will be subject to all appropriate non-recurring charges.
- (C) The Company may discontinue or change any or all renewal options with approval of the appropriate regulatory authority.
- (D) When a Customer renews a PP-1 arrangement, the rates and charges in effect on the first day of service of the renewal will apply.

SECTION 6 - CONTRACTS FOR SERVICE, (CONT'D.)

6.3 Payment Plan No. 1 (Cont'd.)

6.3.7 Renewal Options, (cont'd.)

- (E) Recognition of previous service will be given to Customers who renew an existing PP-1 arrangement for all associated rate elements at the same location(s), provided that the length of the new PP-1 arrangement is at least the minimum service period allowable under Payment Option A (as defined in the service specific tariff section) or equals/exceeds the remaining service period of the original PP-1 arrangement,
- (F) Recognition of previous service back to the actual service date will be given to month-to-month Customers who convert to a PP-1 arrangement.

6.3.8 Transfer of Service

Service may be transferred to a new Customer at the same location upon prior written concurrence by the new Customer as specified in this Tariff. This does not constitute a disconnect of service or a discontinuance of an existing PP-1 arrangement. The new Customer will be subject to all provisions and equipment configurations currently in effect for the previous Customer. Regulations concerning transfer of service between subscribers are stated in other sections of this Tariff.

SECTION 6 - CONTRACTS FOR SERVICE, (CONT'D.)

6.3 Payment Plan No. 1 (Cont'd.)

6.3.9 Moves of Service(s)

Payment options and service periods will not be affected nor will Termination Liability Charges apply when a Customer requests a move of service under PP-1 from one location to another location subject to the following:

- (A) The original and new premises locations must be in Company territory within the same state.
- (B) The move from the original location to the new location must be completed within thirty days of the original premises disconnect date.
- (C) No lapse in billing will occur for moves of service under PP-1,
- (D) Orders to disconnect the existing service and re-establish it at the new location must be related.
- (E) Any rate elements - such as, Ports - from the original location that are not re-established at the new location will be subject to applicable Termination Liability Charges.
- (F) All regulations and charges for changes made to the service coincident to that move shall apply.
- (G) All appropriate nonrecurring charges for moves of service as specified in this Tariff will apply.